

## CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“the Agreement”) is made by and between Plaintiff Gonzalo Rojas (“Plaintiff”), on the one hand, and Defendants Preferred Food Service, Inc. (erroneously sued as “Preferred Food Service, Co., Inc.”), Los Angeles Poultry Co., Inc., (Preferred Food Service, Inc. and Los Angeles Poultry Co., Inc. are collectively, “the Entity Defendants”), Dror Dahan, David Dahan, Lily Dahan, Iliana Dahan and Bar Dahan (all defendants are collectively, “Defendants”), on the other hand, in the lawsuits, pending in Los Angeles County Superior Court, entitled *Gonzalo Rojas v. Preferred Food Service, Co., Inc.; Los Angeles Poultry Co., Inc.*, Case No. 21STCV08225 (“the Class Action”); and *Gonzalo Rojas v. Preferred Food Service, Inc.; Los Angeles Poultry Co., Inc.*, Case No. 21STCV25148 (“the PAGA Action”) (collectively, “the Settled Actions”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

### 1. DEFINITIONS.

- 1.1. “Attorneys’ Fees and Costs” means the amounts allocated to Class Counsel for reasonable attorneys’ fees and reimbursement of expenses, respectively, incurred to prosecute the Settled Actions.
- 1.2. “Class” or “Class Members” means all current and former hourly-paid or non-exempt employees of either of the Entity Defendants employed in California between March 1, 2017, and December 31, 2023.
- 1.3. “Class Counsel” means Lawyers *for* Justice, PC, The Zakay Law Group, APLC, and The JCL Law Firm, APC and all the lawyers of these firm acting on behalf of Plaintiff and the Class, including Arby Aiwazian, Joanna Ghosh, and Ryan Slinger.
- 1.4. “Class Data” means a complete list of all Class Members that the Entity Defendants shall diligently and in good faith compile from their records. The Class Data shall be formatted in a readable Microsoft Office Excel spreadsheet and shall include, to the extent available to the Entity Defendants, each Class Member’s last-known full name, mailing address, telephone number, Social Security Number, and dates employed as a non-exempt employee of either of the Entity Defendants in California during the Class Release Period.
- 1.5. “Class Notice” means the Court-Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in English and Spanish.
- 1.6. “Class Release Period” means the period from March 1, 2017 to December 31, 2023.
- 1.7. “Class Representative” or “Plaintiff” means Gonzalo Rojas.
- 1.8. “Class Settlement” means the settlement and resolution of the Released Class Claims.
- 1.9. “Court” means the Superior Court of California, County of Los Angeles.

- 1.10. “Defense Counsel” means Fisher & Phillips LLP, and all the lawyers of this firm representing Defendants, including Andrew J. Sommer, Hannah Sweiss, and Melissa A. Huether.
- 1.11. “Effective Date” means the date the Final Approval Order and Judgment is filed or, solely in the event that there are any objections to the Class Settlement, the later of (a) the last day on which any appeal might be filed with respect to the Final Approval Order and Judgment, or (b) the date of successful resolution of any appeal(s) with respect to Final Approval Order and Judgment – including expiration of any time to seek reconsideration of further review.
- 1.12. “Enhancement Award” means the payment to the Class Representative for initiating the Litigation and providing services in support of the Settled Actions.
- 1.13. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.14. “Final Approval Hearing” means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.
- 1.15. “Individual PAGA Payment” means the PAGA Member’s pro rata share of 25% of the PAGA Penalty Amount calculated according to the number of PAGA Pay Periods worked during the PAGA Release Period.
- 1.17. “Individual Settlement Payment” means the net payment of each Settlement Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the portion of the Individual Settlement Share allocated as wages, as provided in Paragraph 3.2.5, *infra*.
- 1.18. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Agreement, to be calculated in accordance with Paragraph 3.2.5, *infra*.
- 1.19. “Judgment” means the judgment entered by the Court based upon an order granting final approval of the Settlement.
- 1.20. “LWDA” means the California Labor and Workforce Development Agency.
- 1.21. “LWDA Payment” means the 75% of the PAGA Penalty Amount paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.22. “Net Settlement Amount” means the Total Settlement Amount, less the following payments in the amounts approved by the Court: Individual Settlement Payments, Individual PAGA Payments, the LWDA Payment, Enhancement Award, Attorneys’ Fees and Costs, and the Settlement Administration Costs. The remainder is to be paid to Settlement Class Members as Individual Settlement Payments.

- 1.23. “Non-Participating Class Member” means any Class Member who opts out of the Class Settlement by sending the Settlement Administrator a valid and timely Request for Exclusion.
- 1.24. “Objection” means a Class Member’s written objection, which must include: (a) the case name and number of the Settled Actions; (b) the objector’s full name, signature, address, telephone number, and last four (4) digits of his or her Social Security Number; (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; and (d) copies of any papers, briefs, or other documents upon which the objection is based, all of which must be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.
- 1.25. “Operative Complaint” means the First Amended Consolidated Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, et seq., encompassing Plaintiff’s Class and PAGA claims, filed in the Class Action.
- 1.26. “PAGA” means the Private Attorneys General Act (Labor Code 2698, et seq).
- 1.27. “PAGA Members” means all current and former hourly-paid or non-exempt employees of either of the Entity Defendants employed in California between February 19, 2020, and December 31, 2023.
- 1.28. “PAGA Notices” means Plaintiff’s February 19, 2021, letter and Plaintiff’s September 11, 2023, letter to the LWDA and the Entity Defendants.
- 1.29. “PAGA Pay Periods” means the number of pay periods each PAGA Member was employed by either of the Entity Defendants as an hourly-paid or non-exempt employee within California during the PAGA Release Period.
- 1.30. “PAGA Penalty Amount” means the total amount of PAGA civil penalties, in the amount of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00), to be paid from the Total Settlement Amount, allocated as 25% to the PAGA Members, in the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00), on a *pro rata* basis, based on PAGA Pay Periods during the PAGA Release Period, and 75% to the LWDA, in the amount of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00), in settlement of the Released PAGA Claims, .
- 1.31. “PAGA Release Period” means the period from February 19, 2020, to December 31, 2023.
- 1.32. “PAGA Settlement” means the settlement and resolution of the Released PAGA Claims.
- 1.33. “Preliminary Approval” means the Court’s order granting preliminary approval of the Class Settlement.
- 1.34. “Preliminary Approval Order” means the proposed order granting preliminary approval of the Class Settlement.

- 1.35. “Released Class Claims” means the claims being released as described in Paragraph 5.1, *infra*.
- 1.36. “Released PAGA Claims” means the claims being released as described in Paragraph 5.2, *infra*.
- 1.37. “Released Parties” means Defendants Preferred Food Service, Inc., Los Angeles Poultry Co., Inc., Dror Dahan, David Dahan, Lily Dahan, Ilana Dahan, Bar Dahan and any other entities that could be considered to have jointly employed the Class Members or PAGA Members, as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, insurers, attorneys, and any other predecessors, successors, assigns or legal representatives.
- 1.38. “Request for Exclusion” means a timely and valid letter submitted by a Class Member indicating a request to be excluded from the Class Settlement. The Request for Exclusion must: (a) contain the case name and number of the Settled Actions; (b) contain the full name, signature, address, telephone number, and last four (4) digits of the Social Security Number of the Class Member requesting exclusion; and (c) clearly state that the Class Member does not wish to be included in the Class Settlement, all of which must be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope shall be the exclusive means to determine whether a Request for Exclusion has been timely submitted.
- 1.39. “Response Deadline” means sixty (60) calendar days after the Settlement Administrator mails the Class Notice to the Class Members. The Response Deadline shall be extended by fourteen (14) calendar days for those Class Members to whom Class Notices are resent after having been returned undeliverable to the Settlement Administrator.
- 1.40. “Settlement” means the disposition of the Settled Actions effected by the Agreement and the Judgment.
- 1.41. “Settlement Administration Costs” means the amount the Settlement Administrator shall be paid from the Total Settlement Amount to reimburse it for its reasonable fees and expenses.
- 1.42. “Settlement Administrator” means Atticus Administration, LLC or any other third-party administrator that the Parties agree, and the Court appoints, to administer the Settlement.
- 1.43. “Settlement Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Class Settlement.
- 1.44. “Total Settlement Amount” means the amount of One Million Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00), which is the total amount Defendants agree to pay in settlement of the Settled Actions, except as provided in Paragraph 8, *infra*. The Total Settlement Amount shall be used to pay Individual Settlement Payments, Individual PAGA Payments, the LWDA Payment, Attorneys’ Fees and Costs, Enhancement Award, and the

Settlement Administration Costs.

- 1.45. “Workweeks” means the number of weeks each Class Member was employed by either of the Entity Defendants as an hourly-paid or non-exempt employee within California during the Class Release Period.

**2. RECITALS.**

- 2.1. On March 1, 2021, Plaintiff commenced the Class Action, entitled *Gonzalo Rojas v. Preferred Food Service, Co., Inc.; Los Angeles Poultry Co., Inc.*, in the Superior Court of California for the County of Los Angeles, Case No. 21STCV08225 (the “Class Action”) by filing the Class Action Complaint for Damages, which alleged ten causes of action against the Entity Defendants for: (1) failure to pay overtime wages pursuant to California Labor Code sections 510 and 1198; (2) failure to provide meal periods and associated premiums pursuant to California Labor Code sections 226.7 and 512(a); (3) failure to provide rest periods and associated premiums pursuant to California Labor Code sections 226.7; (4) failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1197, and 1197.1; (5) failure to pay all wages owed at termination pursuant to California Labor Code sections 201 and 202; (6) failure to timely pay wages during employment pursuant to California Labor Code section 204; (7) failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226(a); (8) failure to keep complete or accurate payroll records pursuant to California Labor Code section 1174(d); (9) failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802; and (10) violations of California Business & Professions Code sections 17200, *et seq.*
- 2.2. On February 19, 2021, Plaintiff provided notice to the LWDA, and to the Entity Defendants, of the specific provisions of the California Labor Code that said Defendants allegedly violated (“First PAGA Notice”). On September 11, 2023, Plaintiff provided notice to the LWDA, and to Defendants Dror Dahan, David Dahan, Lily Dahan, Ilana Dahan and Bar Dahan, of the specific provisions of the California Labor Code that said Defendants allegedly violated (“Second PAGA Notice”) (the First PAGA Notice and Second PAGA notice are collectively referred to as “the PAGA Notices”).
- 2.3. On July 8, 2021, Plaintiff commenced the PAGA Action, entitled *Gonzalo Rojas v. Preferred Food Service, Inc.; Los Angeles Poultry Co., Inc.*, in the Superior Court of California for the County of Los Angeles, Case No. 21STCV25148 (the “PAGA Action”) by filing a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.*, alleging one cause of action against Defendants for civil penalties under California Labor Code § 2698, *et seq.* The Parties have stipulated that Plaintiff shall file a First Amended Consolidated Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* in the Class Action (“the Operative Complaint”).
- 2.4. Defendants deny the allegations in the Class Action and PAGA Action and deny all material allegations set forth in the Operative Complaint, and have asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, and

for no other reason, Defendants desire to fully and finally settle the Settled Actions, including the Released Class Claims and the Released PAGA Claims.

- 2.5. On July 22, 2023, the Parties participated in an all-day mediation with neutral Lynn Frank, Esq. The Parties did not resolve the action at mediation but, as a result of subsequent negotiations through the mediator and counsel, the Parties were able to reach the Settlement.

### 3. MONETARY TERMS.

- 3.1. Total Settlement Amount and Employer Payroll Taxes. Except as otherwise provided by Paragraph 8, *infra*, Defendants shall pay Total Settlement Amount and additionally, any and all employer payroll taxes owed on that portion, if any, of the Individual Settlement Shares allocated to wages, and nothing more.

- 3.2. Payments from the Total Settlement Amount. The Settlement Administrator shall make and deduct the following payments from the Total Settlement Amount, in the amounts specified by the Court in the order of final approval:

- 3.2.1. To Plaintiff: The Enhancement Award to Plaintiff of not more than Fifteen Thousand Dollars and Zero Cents (\$15,000.00) (in addition to any Individual Settlement Payment and any Individual PAGA Payment Plaintiff may already be entitled to receive as a Settlement Class Member). Defendants shall not oppose Plaintiff's request for the Enhancement Award. If the Court approves the Enhancement Award in an amount less than that which had been requested, the Settlement Administrator shall retain the excess amount, not approved, in the Net Settlement Amount to be distributed to Settlement Class Members. The Settlement Administrator shall pay the Enhancement Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Enhancement Award.

- 3.2.2. To Class Counsel: Attorneys' Fees to Class Counsel of not more than 35%, which is currently estimated to be Four Hundred Twenty Thousand Dollars and Zero Cents (\$420,000.00), and reimbursement of costs and expenses incurred by Class Counsel with respect to the Settled Actions of not more than Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Defendants shall not oppose requests for the Attorneys' Fees and Costs. These amounts shall be deemed to compensate Class Counsel for, and entirely cover, any and all work performed and any and all costs incurred by Class Counsel in connection with the Settled Actions including, without limitation, all work performed to date and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of the Settlement, as well as any objections raised, and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. With respect to the Attorneys' Fees and Costs, the Settlement

Administrator may purchase annuities to utilize United States Treasuries and bonds or other attorney fee deferral vehicles, for Class Counsel. Any additional expenses for the use of attorney fee deferral vehicles shall be paid separately by Class Counsel and shall not be included in the Settlement Administration Costs. Any portion of the Attorneys' Fees and Costs requested by, but not awarded to, Class Counsel shall be part of the Net Settlement Amount to be distributed to Settlement Class Members.

- 3.2.3. To the Settlement Administrator: The Settlement Administrator shall be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). To the extent actual Settlement Administration Costs are greater than the estimated amount stated herein, such excess amount shall be disclosed to the Court and deducted from the Total Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties shall become part of the Net Settlement Amount to be distributed to Settlement Class Members.
- 3.2.4. PAGA Penalty Amount: PAGA Penalties in the amount of \$200,000.00 to be paid from the Total Settlement Amount, with 75% (\$150,000.00) allocated to the LWDA Payment and 25% (\$50,000.00) allocated to the Individual PAGA Payments.
- 3.2.5. Individual Settlement Share Calculations: Individual Settlement Shares shall be calculated and apportioned from the Net Settlement Amount based on the Class Members' Workweeks, as follows:
- a. After Preliminary Approval of the Settlement, the Settlement Administrator shall divide the Net Settlement Amount by the total number of Workweeks worked by all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement.
  - b. After Final Approval of the Settlement, the Settlement Administrator shall divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.
- 3.2.6. Individual PAGA Payment Calculations: Individual PAGA Payments shall be calculated and apportioned from the 25% share of the PAGA Penalty Amount

based on the PAGA Members' PAGA Pay Periods, as follows: The Settlement Administrator shall divide the 25% portion of the PAGA Penalty Amount attributed to PAGA Members, i.e. \$50,000.00, by the PAGA Pay Periods worked by all PAGA Members during the PAGA Release Period, resulting in the "PAGA Pay Period Value," and then multiplying the PAGA Pay Period Value by the number of PAGA Pay Periods worked by each individual PAGA Member during the PAGA Release Period.

- 3.2.7. Tax Allocation of Individual Settlement Payments and Individual PAGA Payments: Twenty percent (20%) of each Settlement Class Member's Individual Settlement Payment shall be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and shall be reported on an IRS W-2 Form. Eighty percent (80%) of each Settlement Class Member's Individual Settlement Payment shall be allocated to settlement of claims for penalties, interest, and interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and shall be reported on IRS 1099 Forms. Settlement Class Members assume full responsibility and liability for any employee taxes owed on their Individual Settlement Payment. Any payment for an Individual PAGA Payment shall be allocated as one hundred percent (100%) penalties, shall not be subject to taxes or withholdings, and shall be reported on an IRS Form-1099, if necessary. The Settlement Administrator shall have the option to pay the Individual Settlement Payment and Individual PAGA Payment by way of a single check.
- 3.2.8. Effect of Non-Participating Class Members on Calculation of Individual Settlement Payments: Non-Participating Class Members shall not receive any Individual Settlement Payments. The Settlement Administrator shall retain amounts equal to their Individual Settlement Payments in the Net Settlement Amount for distribution to Settlement Class Members on a pro rata basis.

### 3. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Data. Not later than twenty-one (21) calendar days after the Court grants preliminary approval of the Settlement, Defendants shall deliver the Class Data to the Settlement Administrator. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Settlement Administrator, the Parties and their counsel shall expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.2. Funding of Total Settlement Amount. The Total Settlement Amount shall be payable into a Qualified Settlement Fund ("QSF") in three (3) installment payments over three (3) years, which shall commence sixty (60) days after Final Approval. If Defendants prefer



to make equal quarterly installment payments into the QSF equivalent to the yearly amounts stated above, they have the option to do so. The Entity Defendants shall provide Class Counsel a declaration with sufficient detail for the Court to conclude that Defendants are unable to fund the settlement without the following payment plan and that Defendants are unable to fund a settlement with a larger gross settlement fund. Plaintiff shall file this declaration with the Court in support of the Preliminary and Final Approval of this Settlement.

- 4.2.1. The first payment of Four Hundred Thousand Dollars and Zero Cents (\$400,000.00) shall be made sixty (60) days after entry of the Court's order of final approval. All Individual PAGA Payments to PAGA Members, the Enhancement Award to Plaintiff and the LWDA Payment shall be distributed by the Settlement Administrator within fourteen (14) days after Defendants fund the first payment ("the First Installment Payment").
- 4.2.2. The second payment of Four Hundred Thousand Dollars and Zero Cents (\$400,000.00) and the employer's share of payroll taxes shall be made twelve (12) months after the first payment. Each Class Member's Individual Settlement Share shall be distributed by the Settlement Administrator within fourteen (14) days after Defendants fund the second payment ("the Second Installment Payment").
- 4.2.3. The third payment of Four Hundred Thousand Dollars and Zero Cents (\$400,000.00) shall be made twelve (12) months after the second payment. The Attorney's Fees and Costs and the Settlement Administration Costs shall be distributed by the Settlement Administrator within fourteen (14) days after Defendants fund the third payment ("the Third Installment Payment").
- 4.3. Payments from the Total Settlement Amount. Payments to Settlement Class Members, PAGA Members, the Settlement Administrator, and Class Counsel shall be distributed as set forth in Paragraph 4.2, *supra*.
  - 4.3.1. The Settlement Administrator shall issue checks for the Individual Settlement Payments and/or the Individual PAGA Payments and send them to the Class Members and/or PAGA Members via First Class U.S. Mail. Each Individual Settlement Payment and Individual PAGA Payment check shall be valid and negotiable for one hundred eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. The Settlement Administrator shall send checks for the Individual Settlement Payments to all Settlement Class Members and shall send checks for the Individual PAGA Payments to all PAGA Members, including Non-Participating Class Members who qualify as PAGA Members. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
  - 4.3.2. The Settlement Administrator shall conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a

United States Postal Service (“USPS”) forwarding address. Within seven (7) calendar days of receiving a returned check, the Settlement Administrator shall re-mail such check to the USPS forwarding address provided, or to an address ascertained through the Class Member Address Search. The Settlement Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Settlement Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, provided that such is requested by the Class Member prior to the check being cancelled.

- 4.3.3. All funds associated with such canceled checks shall be transmitted by the Settlement Administrator to the State of California’s Controller’s Office Unclaimed Property Division, in the name of the Settlement Class Member and/or PAGA Member, and in the amount of his or her respective Individual Settlement Payment and/or Individual PAGA Payment.

**5. RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire Total Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 5.1 Plaintiff’s Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff’s PAGA Notices, or ascertained during the Action and released under 5.2, below. (“Plaintiff’s Release.”) Plaintiff also releases the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation arising out of, relating to, or in connection with any act or omission of the Released Parties through the date of full execution of this Agreement in connection with Plaintiff’s employment with Defendant or termination thereof, except for any and all other claims that may not be released as a matter of law through this Agreement. Plaintiff’s Release also includes, without limitation: (1) all claims for violation of any federal, state or local statute, ordinance or regulation relating to employment benefits, leaves of absence, or discrimination, harassment, retaliation, or whistleblowing in employment, specifically including, without limitation, the California Fair Employment and Housing Act, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Genetic Information Nondiscrimination Act, the Americans with Disabilities Act, and the Employee Retirement Income Security Act, the Consolidated

Omnibus Budget Reconciliation Act, the Securities Act, the Immigration Reform and Control Act the Worker Adjustment and Retraining Notification Act of 1988, the California Worker Adjustment and Retraining Notification Act, the Uniformed Service Employment and Reemployment Rights Act, and any regulation of any administrative agency or governmental authority relating to employment benefits or discrimination or harassment or retaliation in employment; (2) all claims for failure to pay minimum or overtime wages, failure to timely pay wages, failure to provide accurate itemized wage statements, failure to maintain accurate records, failure to reimburse business expenses, failure to provide meal periods or rest breaks, failure to provide paid sick leave, failure to pay interest on deposits, failure to pay vested vacation/PTO time, failure to post notice of paydays and time and place of payment, and any claim for violations of the California Labor Code, California's Business and Professions Code § 17200 et seq., and the applicable California Industrial Welfare Commission Wage Order; (3) any non-statutory tort or contractual claim, including all claims for breach of oral, implied or written contract, breach of implied covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, and conversion; (4) all claims for wrongful termination of employment; (5) all claims for wages, penalties and/or benefits; and (6) all claims for attorneys' fees and costs. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads: 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

5.2 Release by Settlement Class Members: All Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release the Released Parties from (i) all claims under state, federal, or local law, that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, e.g., (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum

wages under Labor Code Sec 119, 1197, 1197.1, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 201-203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec 1174(d); (9) failure to reimburse business expenses under Labor Code Sec 2800,2802; (1) violation of California’s unfair competition law under Business and Professions Code Sec. 17200 (“Class Released Claims”). Except as set forth in Section 5.3 of this Agreement, Settlement 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 the Class Period.

**5.3** Release by PAGA Members: All PAGA Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notices, and ascertained in the course of the Action including, e.g., (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec 119, 1197, 1197.1, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 201-203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec 1174(d); and (9) failure to reimburse business expenses under Labor Code Sec 2800, 2802.

**6. MOTION FOR PRELIMINARY APPROVAL**. The Parties shall prepare and file a motion for preliminary approval (“the Motion for Preliminary Approval”) that complies with the Court’s current checklist for such motions, with the following obligations existing and imposed upon Class Counsel and Defense Counsel:

6.1. Responsibilities of Counsel. Class Counsel shall be solely responsible for: (a) preparing, expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of the Agreement; (b) obtaining a prompt hearing date for the Motion for Preliminary Approval; and (c) for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel shall be solely responsible for delivering the Court’s Preliminary Approval to the Settlement Administrator. Defense Counsel shall work cooperatively with Class Counsel to ensure the timely filing of the Motion for Preliminary Approval after execution of the Agreement.

6.2. Duty to Cooperate. Class Counsel and Defense Counsel shall expeditiously work together

on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve any disagreement arising from the obligations imposed under the Agreement. If the Court does not grant the Motion for Preliminary Approval or conditions granting of the Motion for Preliminary Approval on any material change to the Agreement, Class Counsel and Defense Counsel shall expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement, only to the extent necessary and to otherwise satisfy the Court's concerns for the purpose of procuring unconditional granting of the Motion for Preliminary Approval.

## **7. SETTLEMENT ADMINISTRATION.**

- 7.1. Selection of Settlement Administrator. The Parties have jointly selected and shall ask the Court to appoint Atticus Administration, LLC ("Atticus") to serve as the Settlement Administrator and to perform all duties specified in the Agreement in exchange for payment of the Settlement Administration Costs. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Settlement Administrator shall take steps to establish a case-specific Employer Identification Number, if necessary, for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4. Notice to Class Members.
  - 7.4.1. No later than seven (7) calendar days after receipt of the Class Data, the Settlement Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Class Data.
  - 7.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Settlement Administrator shall send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice with Spanish translation. Before mailing the Class Notices, the Settlement Administrator shall update Class Member addresses using the National Change of Address database.
  - 7.4.3. Not later than seven (7) calendar days after the Settlement Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Settlement Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Settlement Administrator shall conduct a Class Member Address

Search, and re-mail the Class Notice to the most current address obtained. The Settlement Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

- 7.4.4. The deadlines for Class Members' written objections to the Class Settlement, disputes regarding Workweeks and/or PAGA Pay Periods, and Requests for Exclusion from the Class Settlement shall be extended an additional fourteen (14) calendar days beyond the sixty (60) calendar days otherwise provided in the Class Notice, exclusively for those Class Members, if any, whose notice is re-mailed. The Settlement Administrator shall inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5. If the Settlement Administrator, Defendants, Defense Counsel, or Class Counsel are contacted by or otherwise discover any persons who believe they should have been, but were not, included in the Class Data and should have received, but did not, Class Notice, the Parties shall expeditiously meet and confer in good faith, in an effort to agree on whether to deem said persons Class Members. If the Parties agree to deem said persons Class Members, such persons shall be entitled to the same rights as other Class Members, and the Settlement Administrator shall send, via email or overnight delivery, a Class Notice requiring them to exercise options under the Agreement not later than fourteen (14) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later. If the Parties do not agree, or are unable to agree, to deem said persons Class Members, the Settlement Administrator shall send, via email or overnight delivery, a notification indicating that said persons are not, and shall not be deemed, Class Members.
- 7.5. Requests for Exclusion from the Class Settlement (Opt-Outs). Any Class Member wishing to be excluded from the Settlement shall submit a written Request for Exclusion to the Settlement Administrator, by mail, on or before the Response Deadline. The date of the postmark on the return mailing envelope shall be the exclusive means to determine whether a Request for Exclusion has been timely submitted. Any Class Member who submits a Request for Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who submits a timely and valid Request for Exclusion shall not be bound by the Class Settlement and shall not be issued an Individual Settlement Payment. A Class Member who does not request exclusion from the Class Settlement shall be deemed a Settlement Class Member and shall be bound by the Class Settlement if the Settlement is granted by an order of final approval by the Court. If a Class Member is also a PAGA Member, he or she shall be bound to the PAGA Settlement in its entirety, and shall still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.
- 7.6. Challenges to Calculation of Workweeks. Each Class Member and PAGA Member shall have until the Response Deadline to challenge the number of Workweeks and/or PAGA

Pay Periods (if any) allocated to the Class Member and/or PAGA Member in the Class Notice. In order to dispute Workweeks and/or PAGA Pay Periods, Class Members and/or PAGA Members shall submit a written letter to the Settlement Administrator that: (a) contains the case names and numbers of the Settled Actions; (b) contains the full name, signature, address, telephone number, and last four (4) digits of the Social Security Number of the disputing Class Member/PAGA Member; (c) clearly states that the Class Member/PAGA Member disputes the number of Workweeks/PAGA Pay Periods credited to him or her and what he or she contends is the correct number to be credited to him or her; (d) includes information and/or attaches documentation demonstrating that the number of Workweeks/PAGA Pay Periods that he or she contends should be credited to him or her are correct. Such written letter shall be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope shall be the exclusive means to determine whether a dispute has been timely submitted. Absent information and/or documentation demonstrating that Defendants' records and data are inaccurate as they pertain to the number of Workweeks/PAGA Pay Periods to be credited to a disputing Class Member/PAGA Member, Defendants' records will be presumed correct. The Settlement Administrator's determination of the dispute shall be final, and not appealable or otherwise susceptible to challenge. The Settlement Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel, as well as the Settlement Administrator's determination as to those challenges.

- 7.7. Objections to Class Settlement. To object to the Class Settlement, Class Members must submit a timely and complete Objection to the Settlement Administrator, by mail, on or before the Response Deadline. The Objection shall be signed by the Settlement Class Member and contain all information required by the Agreement. The postmark date will be deemed the exclusive means for determining that the Objection is timely. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to object to the Agreement or appeal from the Court's order granting Final Approval or the Judgment. Settlement Class Members may also present their objection orally at the Final Approval Hearing.
- 7.8. Settlement Administrator Duties. The Settlement Administrator has a duty to perform or observe all tasks to be performed or observed by the Settlement Administrator contained in the Agreement or otherwise.
  - 7.8.1. Website, Email Address and Toll-Free Number: The Settlement Administrator shall post information of interest to Class Members including the date, time, and location for the Final Approval Hearing. The Settlement Administrator shall also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails.
  - 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List: The Settlement Administrator shall promptly review, on a rolling basis, Requests for Exclusion to ascertain their validity. Not later than five (5) calendar days after

the deadline for submitting Requests for Exclusion, the Settlement Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion from the Class Settlement (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion from the Class Settlement; and (c) copies of all Requests for Exclusion from the Class Settlement received, regardless of validity.

- 7.8.3. Weekly Reports: The Settlement Administrator shall, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, *inter alia*, state the number of Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion from the Class Settlement (regardless of validity) received, Objections to the Class Settlement received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Settlement Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Report must include the Settlement Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and Objections received.
- 7.8.4. Workweek and/or PAGA Pay Period Challenges: The Settlement Administrator has the authority to address and make final decisions consistent with the terms of the Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Settlement Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5. Final Report by Settlement Administrator: Within ten (10) calendar days after the Settlement Administrator disburses all funds in the Total Settlement Amount, the Settlement Administrator shall provide Class Counsel and Defense Counsel with a final report detailing its disbursements of all payments made under the Agreement.
8. **ESCALATOR CLAUSE**. Defendants represent that there are 42,403 Workweeks during the period from March 1, 2017 to December 31, 2023. Should the qualifying Workweeks increase beyond 42,403, Defendants shall, in their sole discretion, either (i) increase the Total Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Workweeks worked by the Class Members (e.g., if the number of workweeks increases by 1% to 42,827 Workweeks, the Total Settlement Amount shall increase by 1%) or (ii) alternatively, end the Class Release Period and PAGA Release Period as of the date on which the Workweeks equal 42,403, thereby resulting in no increase to Workweeks and therefore no increase to the Total Settlement Amount.
9. **DEFENDANTS’ RIGHT TO WITHDRAW**. If the number of valid Requests for Exclusion from the Class Settlement identified in the Exclusion List exceeds eight percent (8%) of the total of all Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, should Defendants withdraw from the Settlement, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and neither Party shall have any further obligation



to perform under the Agreement; provided, however, Defendants shall remain responsible for paying all Settlement Administration Costs incurred to that point. Defendants shall notify Class Counsel and the Court of their election to withdraw not later than fourteen (14) days after the Settlement Administrator sends the final Exclusion List to Defense Counsel, with late elections having no effect.

10. **MOTION FOR FINAL APPROVAL.** Class Counsel shall file a motion for final approval of the Settlement that includes a request for approval of the Settlement and a Proposed Final Approval Order (collectively, “Motion for Final Approval”). Class Counsel shall provide a draft of the Motion for Final Approval to Defense Counsel at least seven calendar days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel shall expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
  - 10.1. Response to Objections to the Class Settlement. Each Party retains the right to respond to any objection to the Class Settlement raised by a Settlement Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
  - 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties shall expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Enhancement Award, the Attorneys Fees’ and Costs, and/or the Settlement Administration Costs shall not constitute a material change to the Agreement within the meaning of this paragraph.
  - 10.3. Continuing Jurisdiction of the Court. After entry of the Judgment, the Court shall retain jurisdiction over the Parties, the Settled Actions, and the Settlement, solely for purposes of (i) enforcing the Agreement and/or the Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
  - 10.4. Waiver of Right to Appeal. Provided that the Judgment is consistent with the terms and conditions of the Agreement, specifically including the Attorneys’ Fees and Costs as set forth herein, the Parties, their respective counsel, and all Settlement Class Members who did not object to the Settlement as provided in the Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under the Agreement shall be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties shall work together in good faith to jointly submit and a proposed amended judgment.
12. **ADDITIONAL PROVISIONS.**
  - 12.1. **No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes.** The Agreement represents a compromise and settlement of highly disputed claims. Nothing in the Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Settled Actions have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Settled Actions have merit. The Parties agree that class certification and representative treatment is for purposes of the Settlement only. If, for any reason, the Court does not grant Preliminary Approval, Final Approval, or enter the Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Litigation, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, the Agreement and Parties' willingness to settle the Settled Actions shall have no bearing on, and shall not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and the Agreement).
  - 12.2. **No Solicitation.** Neither the Parties nor their counsel, nor said counsels' employees, shall solicit any Class Member to opt out of or object to the Class Settlement, or appeal from the Judgment. Nothing in this Paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
  - 12.3. **Integrated Agreement.** Upon execution by all Parties and their counsel, the Agreement shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
  - 12.4. **Attorney Authorization.** Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to the Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of the Agreement, including any amendments to the Agreement.
  - 12.5. **Cooperation.** The Parties and their counsel shall cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties shall seek the assistance of a mediator and/or the Court for prompt resolution.

- 12.6. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in the Settlement.
- 12.7. Modification of Agreement. The Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court. Notwithstanding the foregoing, the Parties agree that any dates contained or contemplated in this Agreement may be modified by agreement of counsel for the Parties in writing, without approval by the Court, if the Parties agree and good cause exists for such modification.
- 12.8. Agreement Binding on Successors. The Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.9. Applicable Law. All terms and conditions of the Agreement shall be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 12.10. Cooperation in Drafting. The Parties and their respective counsel have cooperated in the drafting and preparation of the Agreement. The Agreement shall not be construed against any Party on the basis that said Party was the drafter or participated in the drafting.
- 12.11. Neutral Employment Reference. Defendants shall adopt a neutral reporting policy regarding any future employment references related to Plaintiff. In the event that any potential or future employers of Plaintiff request a reference regarding Defendants' employment of Plaintiff, Defendants shall only provide Plaintiff's dates of employment and job titles during employment. Defendants shall not refer to the Settled Actions or the Settlement.
- 12.12. Calendar Days. Unless otherwise noted, all reference to "days" in the Agreement shall be to calendar days. In the event any date or deadline set forth in the Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.13. Notice. All notices, demands or other communications between the Parties in connection with the Agreement shall be in writing and delivered by overnight mail at the addresses set forth below, or such other addresses as either Party may designate in writing:

To Plaintiff and Class Counsel:

Arby Aiwazian, Esq  
Joanna Ghosh, Esq.  
Ryan Slinger, Esq.  
**LAWYERS for JUSTICE, PC**  
410 West Arden Avenue, Suite 203  
Glendale, California 91203

To Defendants and Defendants' Counsel:

Andrew J. Sommer  
Melissa A. Huether  
**FISHER & PHILLIPS LLP**  
444 South Flower Street, Suite 1500  
Los Angeles, California 90071

**JCL LAW FIRM, APC**  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
T: 619-599-8292  
[jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)

Hannah Sweiss  
**FISHER & PHILLIPS LLP**  
21600 Oxnard Street, Suite 650  
Woodland Hills, California,  
91367

**ZAKAY LAW GROUP, APLC**  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
T: 619-892-7095  
F: 858-404-9203  
[Shani@zakaylaw.com](mailto:Shani@zakaylaw.com)

12.14. Execution in Counterparts. The Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., DocuSign), or email, any of which, for purposes of the Agreement, shall be deemed an original. All executed counterparts and each of them shall be deemed to be one and the same instrument if counsel for the Parties exchange, between themselves, signed counterparts. Any executed counterpart shall be admissible in evidence to prove the existence and contents of the Agreement.

12.15. Stay of Litigation. Upon the execution of the Agreement, the Settled Actions shall be stayed, except as necessary to effectuate the terms of the Agreement. Upon the execution of the Agreement, pursuant to C.C.P. Section 583.330, the date to bring a case to trial under C.C.P. Section 583.310 shall be extended until the date on which the Court grants Final Approval of the Settlement.

**IT IS SO AGREED.**

Dated: 10/10/2024

**GONZALO ROJAS**

  
Gonzalo C. Rojas (Oct 10, 2024 4:27 PDT)

**DROR DAHAN**

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

\_\_\_\_\_

**DAVID DAHAN**

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

\_\_\_\_\_

**JCL LAW FIRM, APC**  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
T: 619-599-8292  
[jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)

Hannah Sweiss  
**FISHER & PHILLIPS LLP**  
21600 Oxnard Street, Suite 650  
Woodland Hills, California,  
91367

**ZAKAY LAW GROUP, APLC**  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
T: 619-892-7095  
F: 858-404-9203  
[Shani@zakaylaw.com](mailto:Shani@zakaylaw.com)

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**IT IS SO AGREED.**


**GONZALO ROJAS**

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

\_\_\_\_\_

**DROR DAHAN**

Dated: 10/10/2024

  
\_\_\_\_\_  
Dror Dahan (Oct 10, 2024 18:45 PDT)

**DAVID DAHAN**

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

\_\_\_\_\_

**JCL LAW FIRM, APC**  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
T: 619-599-8292  
[jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)

Hannah Sweiss  
**FISHER & PHILLIPS LLP**  
21600 Oxnard Street, Suite 650  
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91367

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5440 Morehouse Drive, Suite 3600  
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**IT IS SO AGREED.**

**GONZALO ROJAS**

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

\_\_\_\_\_


**DROR DAHAN**

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

\_\_\_\_\_


**DAVID DAHAN**

Dated: 10/10/2024

  
[David Dahan \(Oct 10, 2024 18:57 PDT\)](#)

Dated: 10/10/2024

**LILY DAHAN**

  
Lily Dahan (Oct 10, 2024 19:32 PDT)

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

**ILANA DAHAN**

\_\_\_\_\_

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

**BAR DAHAN**

\_\_\_\_\_

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

**PREFERRED FOOD SERVICE, INC.**

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

On behalf of Preferred Food Service, Inc.

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

**LOS ANGELES POULTRY CO., INC.**

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

On behalf of Los Angeles Poultry Co., Inc.

**APPROVED AS TO FORM ONLY:**

**LAWYERS *for* JUSTICE, PC**

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

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


**LILY DAHAN**

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

\_\_\_\_\_

**ILANA DAHAN**

Dated: 10/10/2024

  
\_\_\_\_\_  
[Ilana Dahan \(Oct 10, 2024 18:54 PDT\)](#)

**BAR DAHAN**

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

\_\_\_\_\_

**PREFERRED FOOD SERVICE, INC.**

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

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
On behalf of Preferred Food Service, Inc.

**LOS ANGELES POULTRY CO., INC.**

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

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
On behalf of Los Angeles Poultry Co., Inc.

**APPROVED AS TO FORM ONLY:**

**LAWYERS *for* JUSTICE, PC**

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

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



**LILY DAHAN**

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

\_\_\_\_\_

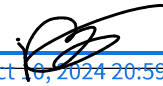
**ILANA DAHAN**

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

\_\_\_\_\_

**BAR DAHAN**

Dated: 10/10/2024

  
\_\_\_\_\_  
Bar Dahan (Oct 10, 2024 20:59 CDT)

**PREFERRED FOOD SERVICE, INC.**

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

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

On behalf of Preferred Food Service, Inc.

**LOS ANGELES POULTRY CO., INC.**

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

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

On behalf of Los Angeles Poultry Co., Inc.

**APPROVED AS TO FORM ONLY:**

**LAWYERS *for* JUSTICE, PC**

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

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

**LILY DAHAN**

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

\_\_\_\_\_

**ILANA DAHAN**

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

\_\_\_\_\_

**BAR DAHAN**

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

\_\_\_\_\_

**PREFERRED FOOD SERVICE, INC.**

Dated: 10/10/2024

  
\_\_\_\_\_  
[Dror Dahan \(Oct 10, 2024 18:45 PDT\)](#)

Name: Dror Dahan

Title: Vice President

On behalf of Preferred Food Service, Inc.

**LOS ANGELES POULTRY CO., INC.**

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

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

On behalf of Los Angeles Poultry Co., Inc.

**APPROVED AS TO FORM ONLY:**

**LAWYERS *for* JUSTICE, PC**

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

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

**LILY DAHAN**

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

\_\_\_\_\_

**ILANA DAHAN**

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

\_\_\_\_\_

**BAR DAHAN**

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

\_\_\_\_\_

**PREFERRED FOOD SERVICE, INC.**

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

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

On behalf of Preferred Food Service, Inc.

**LOS ANGELES POULTRY CO., INC.**

Dated: 10/10/2024

  
David Dahan (Oct 10, 2024 18:57 PDT)

Name: David Dahan

Title: President

On behalf of Los Angeles Poultry Co., Inc.

**APPROVED AS TO FORM ONLY:**

**LAWYERS *for* JUSTICE, PC**

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

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

Ryan Slinger  
*Attorneys for Plaintiff*

**FISHER & PHILLIPS LLP**



Dated: October 11, 2024

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

Andrew J. Sommer  
Hannah Sweiss  
Melissa A. Huether  
*Attorneys for Defendants*

**ZAKAY LAW GROUP, APLC**

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
Shani O. Zakay  
Zakay Law Group, APLC  
Attorney for Plaintiff

**JCL LAW FIRM, APC**

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
Jean-Claude Lapuyade  
JCL Law Firm, APC  
Attorney for Plaintiff

**LILY DAHAN**

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

\_\_\_\_\_

**ILANA DAHAN**

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

\_\_\_\_\_

**BAR DAHAN**

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

\_\_\_\_\_

**PREFERRED FOOD SERVICE, INC.**

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

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

On behalf of Preferred Food Service, Inc.

**LOS ANGELES POULTRY CO., INC.**

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

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

On behalf of Los Angeles Poultry Co., Inc.

**APPROVED AS TO FORM ONLY:**

**LAWYERS *for* JUSTICE, PC**

Dated: October 11, 2024

By: 

Ryan Slinger  
*Attorneys for Plaintiff*

**FISHER & PHILLIPS LLP**

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

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

Andrew J. Sommer  
Hannah Sweiss  
Melissa A. Huether  
*Attorneys for Defendants*

**ZAKAY LAW GROUP, APLC**

Dated: October 10, 2024



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Shani O. Zakay  
Zakay Law Group, APLC  
Attorney for Plaintiff

**JCL LAW FIRM, APC**

Dated: October 10, 2024



---

Jean-Claude Lapuyade  
JCL Law Firm, APC  
Attorney for Plaintiff