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SUPERIOR COURT OF CALIFORNIA

COUNTY OF STANISLAUS

DANNY LEE WATTLE, an individual,
CRISTINA BRAVO, an individual, on
behalf of themselves and all others
similarly situated,

Plaintiff,

vs.

PLM OPERATIONS LLC, a Delaware
limited liability company, TROPICALE
FOODS, LLC, a California limited liability
company, f/k/a TROPICALE FOODS,
INC., TRINITY PERSONNEL, INC., a
California corporation; and DOES 1
through 25, inclusive.

Case No. CV-22-001613

Assigned To: John D. Freeland
Dept: 23

**STIPULATION AND AGREEMENT FOR
CLASS ACTION AND PAGA
SETTLEMENT**

Complaint Filed: April 12, 2022
First Am. Complaint Filed: May 13, 2024
Trial Date: None Set

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RECITALS

A. This Stipulation and Agreement for Class Action And PAGA Settlement (the “Settlement Agreement”) is made for the sole purpose of attempting to consummate settlement in this case on a class-wide basis and is made in compromise of disputed claims. Because this is a putative class action, this Settlement Agreement must receive preliminary and final approval by the Court.

B. On or about January 7, 2022, pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Plaintiff Danny Wattle (“Wattle”) filed a notice with the California Labor Workforce and Development Agency (“LWDA”).

C. On or about April 12, 2022, Wattle filed a wage-and-hour class and PAGA action in Stanislaus County Superior Court, docketed as CV-22-001613 (“*Wattle Matter*”).

D. On or about July 29, 2022, pursuant to PAGA, Plaintiff Cristina Bravo (“Bravo”) filed a notice with the LWDA.

E. On or about September 26, 2022, Bravo filed a wage-and-hour class action in Stanislaus County Superior Court, docketed as CV-22-004342, which was later amended on or about October 3, 2022, to add a cause of action under PAGA (“*Bravo Matter*”).

F. The *Wattle Matter* and the *Bravo Matter* were deemed related by the Stanislaus County Superior Court.

G. All parties in the *Wattle Matter* and *Bravo Matter* participated in a global mediation, which ultimately resulted in a resolution.

H. As part of the parties’ resolution, on May 13, 2024, Wattle and Bravo (collectively, “Plaintiffs”) filed a first amended complaint in the *Wattle Matter* which added all the claims, allegations, and parties from the *Bravo Matter* to the *Wattle Matter*, thus merging the two cases together under one pleading (the “Class Action”).

I. Whereas, the Class Action is alleged against Defendants PLM Operations LLC, Tropicale Foods, LLC (f/k/a Tropicale Foods, Inc.), and Trinity Personnel, Inc. (collectively, “Defendants”).

J. Whereas, Defendant Tropicale Foods, LLC is the managing member of

1 Defendant PLM Operations LLC.

2 K. Plaintiffs and Defendants (the “Parties”) stipulate and agree to the following
3 terms of this Settlement Agreement with the intent that this Settlement Agreement fully and
4 finally dispose of the Class Action:

5 **DEFINITION OF SETTLEMENT TERMS**

6 **1. Definitions.**

7 A. “Agreement,” “Settlement Agreement,” and “Settlement” means this
8 Stipulation And Agreement For Class Action And PAGA Settlement, which the Parties
9 acknowledge sets forth all material terms and conditions of the settlement between them,
10 and which is subject to Court approval.

11 B. “Class Action” means case No. CV-22-001613 in Stanislaus County Superior
12 Court.

13 C. “Class Counsel” means Gabriel J. Pimentel and Yesenia Rodriguez of
14 Pimentel Law, P.C., and John M. Scheppach of Scheppach Bauer PC.

15 D. “Class List” means the list of names, last known residential addresses,
16 employee ID numbers, last known telephone numbers, and social security numbers or tax
17 ID numbers of each Class Member for whom Defendants possess such information. The
18 Class List will also contain the total number of Class Member and PAGA Group Member
19 work weeks and end dates of each Class Member in a Class Position, and indicate whether
20 the Class Member is a current or former employee.

21 E. “Class,” “Class Member(s),” “Settlement Class,” or “Settlement Class
22 Member(s)” means all current and former non-exempt employees who worked at a
23 Tropicale Foods Location in California as an hourly non-exempt employee at any time from
24 April 12, 2018 through January 28, 2024. The Class includes all employees on the payroll
25 of Tropicale Foods, LLC or PLM Operations LLC as well as all employees placed to work
26 at a Tropicale Foods Location by temporary staffing agencies during the Class Period. The
27 Class does not include any person who previously settled or released all the claims covered
28 by this Settlement, or any person who previously was paid or received awards through civil

1 or administrative actions for all the claims covered by this Settlement.

2 **F. “Class Member Payment”** means each Participating Class Member’s
3 payment under this Settlement for being a Participating Class Member.

4 **G. “Class Notice”** means a notice entitled “Notice of Class Action Settlement,”
5 in the form substantially similar to that attached hereto as Exhibit A.

6 **H. “Class Period”** means April 12, 2018 through January 28, 2024.

7 **I. “Class Position”** means any hourly non-exempt position in California during
8 the Class Period.

9 **J. “Complaint”** means the First Amended Complaint filed by Plaintiffs on May
10 13, 2024 in the Class Action. The term “Complaint” includes the attachments to the First
11 Amended Complaint, which are Plaintiffs’ PAGA notices.

12 **K. “Court”** means the Stanislaus County Superior Court.

13 **L. “Covered Claims” and “Released Claims”** means all claims, causes of
14 action, and forms of relief during the Class Period which are asserted in the Complaint or
15 that could have been asserted based on the facts and allegations made in the Complaint. This
16 release includes claims for alleged unpaid wages, minimum wages, hours worked, overtime
17 or double time wages, regular rate of pay, bonus and incentive pay, sick pay, timely payment
18 of wages at separation, wage statements, meal periods and meal period premiums, rest
19 breaks and rest break premiums, unreimbursed expenses, unfair competition, unfair business
20 practices, unlawful business practices, fraudulent business practices, declaratory relief,
21 statutory penalties of any nature (including but not limited to waiting-time penalties),
22 interest, fees, and costs, and includes claims under or for violation of California Labor Code
23 sections 200, 201, 202, 203, 204, 208, 210, 218, 218.6, 226, 226.3, 226.7, 246, 247.5, 256,
24 432, 510, 512, 558, 558.1, 1174, 1174.5, 1182, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1,
25 1198, 1198.5, 1199, 2802, and 2810.3, claims for violation of all similar provisions or
26 requirements of local or California law (including the provisions of the California Code of
27 Regulations, the California Industrial Welfare Commission Wage Orders, the General
28 Minimum Wage Order, and Business & Professions Code §§ 17200 et seq.), claims for

violations of all similar provisions or requirements of federal law (including 29 U.S.C. § 206, 207, and 216), as well as all other claims under local, state, or federal law arising out of the facts and allegations in the Complaint, which the Class and/or any Class Member has ever had, or hereafter may claim to have, for the Class Period. The Covered Claims do not include any claims under PAGA, as such claims are covered by a separate release in this Agreement.

M. “Defendants” means Tropicale Foods, LLC (which was formerly known as Tropicale Foods, Inc.), PLM Operations LLC, and Trinity Personnel, Inc.

N. “Effective Settlement Date” means the later of the following: (a) if no one objects to the Settlement, then the Effective Settlement Date shall be the date the Court files the Order Granting Final Approval and Judgment; (b) if someone objects to the Settlement, then all of Defendants’ obligations under this Agreement shall be stayed until the time for seeking an appeal from, review of, or writ relating to the Judgment has passed (i.e., 60 days from the Order Granting Final Approval and Judgment), which date shall then be the Effective Settlement Date if no appeal, review or writ is sought; or (c) if an appeal, review or writ from the Judgment is sought, the Effective Settlement Date shall be the day the Judgment is affirmed or the appeal, review or writ is dismissed or denied, and the Judgment is no longer subject to further appellate challenges or procedures.

O. “Enhancement(s)” or “Service Award(s)” means the portion of the Gross Settlement Amount awarded by the Court and paid to the Class Representatives for their service in connection with being the Class Representatives and their general release of claims.

P. “Final Fairness Hearing” means a hearing set by the Court, pursuant to class action procedures and requirements, for the purpose of determining the fairness, adequacy, and reasonableness of this Settlement.

Q. “Gross Settlement Amount,” “Gross Settlement Fund,” or “Common Fund” means the amount of One Million Four Hundred And Seventy Thousand Dollars and Zero Cents (\$1,470,000.00). Defendants Tropical Foods, LLC and PLM Operations LLC

1 agree to pay a maximum of One Million Four Hundred Twenty Thousand Dollars
2 (\$1,420,000.00) of the Maximum Settlement Amount and Defendant Trinity Personnel, Inc.
3 agrees to pay a maximum of Fifty Thousand Dollars (\$50,000.00) of the Maximum
4 Settlement Amount. The Gross Settlement Amount is an all-inclusive amount, including
5 Individual Settlement Payments to all Participating Class Members and PAGA Group
6 Members, any Enhancements to the Class Representatives as awarded by the Court,
7 Settlement Administrator Costs as approved by the Court, attorneys' fees and costs to Class
8 Counsel related to the Class Action as awarded by the Court, and the PAGA Payment
9 (defined below) as approved by the Court. Defendants' share of employer payroll taxes on
10 such sums paid out as wages under this Settlement Agreement (e.g., FICA, FUTA, SUTA,
11 SDI, ETT, etc.) shall not be paid out of and deducted from the Gross Settlement Amount,
12 but rather shall be separately funded by Defendants. No portion of the Gross Settlement
13 Amount will be retained by, or revert to, Defendants. The Gross Settlement Amount is
14 subject to increase pursuant to Paragraph 24 of this Agreement.

15 **R. "Individual Settlement Payment(s)"** means the amount payable to
16 Settlement Class Members under the terms of this Settlement. A Settlement Class Member
17 who is both a Participating Class Member and a PAGA Group Member is entitled to receive
18 both payment for being a Participating Class Member and a PAGA Penalty Payment. A
19 Settlement Class Member who is only a Participating Class Member but not a PAGA Group
20 Member is only entitled to receive a payment for being a Participating Class Member.
21 Individual Settlement Payments shall not count as earnings or compensation with respect to
22 any benefit plans (e.g., 401(k) plan, retirement plan, etc.) available to Defendants'
23 employees.

24 **S. "Net Settlement Amount," "NSA," or "Net Common Fund"** means the
25 Gross Settlement Amount less any Enhancements to the Class Representatives as awarded
26 by the Court, Settlement Administrator Costs as approved by the Court, attorneys' fees and
27 costs to Class Counsel related to the Class Action as awarded by the Court, and the PAGA
28 Payment.

1 **T. “Notice Packet”** means a mailing from the Settlement Administrator to Class
2 Members which contains the Class Notice, the Notice of Estimated Individual Settlement
3 Payment, and the Exclusion Request Form.

4 **U. “Notice of Class Action” and “Class Notice”** means a notice entitled “Notice
5 of Class Action Settlement,” in the form substantially similar to that attached hereto as
6 Exhibit A.

7 **V. “Notice of Estimated Individual Settlement Payment”** means a notice
8 entitled “Notice of Estimated Individual Settlement Payment,” in the form substantially
9 similar to that attached hereto as Exhibit B.

10 **W. “Objection/Exclusion Deadline” or “Response Deadline”** is forty-five (45)
11 calendar days after the date the Notice Packet is first mailed by the Settlement Administrator
12 to the Class Member. In the event that a Notice Packet is re-mailed to a Class Member
13 because the first one was undeliverable, the Class Member shall have an additional fourteen
14 (14) calendar days beyond the Response Deadline to submit a valid Exclusion Request Form,
15 Objection, or dispute concerning their weeks worked.

16 **X. “Objection” or “Objection to Settlement”** means a document sent by a Class
17 Member to the Settlement Administrator which contains the Class Member’s name and the
18 basis for their objection to the Settlement.

19 **Y. “Order Granting Final Approval” or “Order Granting Final Approval**
20 **And Judgment”** means an order executed and filed by the Court granting final approval to
21 the Settlement and entering judgment thereon. Said Order Granting Final Approval will be
22 in the form substantially similar to that attached hereto as Exhibit E.

23 **Z. “Order Granting Preliminary Approval”** means an order executed and filed
24 by the Court granting preliminary approval to the Settlement. Said Order Granting
25 Preliminary Approval will be in the form substantially similar to that attached hereto as
26 Exhibit D.

27 **AA. “PAGA”** means the Private Attorneys General Act of 2004.

28 **BB. “PAGA Claims”** means all claims and forms of relief under PAGA during the

1 PAGA Period which are asserted in the Complaint or that could have been asserted based
2 on the facts and allegations made in the Complaint. This release includes PAGA civil
3 penalty claims for alleged unpaid wages, minimum wages, hours worked, overtime or double
4 time wages, regular rate of pay, bonus and incentive pay, sick pay, timely payment of wages
5 at separation, wage statements, meal periods and meal period premiums, rest breaks and rest
6 break premiums, and unreimbursed expenses, and includes all PAGA civil penalty claims
7 and PAGA relief under or for violation of California Labor Code sections 200, 201, 202,
8 203, 204, 208, 210, 218, 218.6, 226, 226.3, 226.7, 246, 247.5, 256, 432, 510, 512, 558, 558.1,
9 1174, 1174.5, 1182, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1198.5, 1199, 2802,
10 and 2810.3, as well as all other PAGA claims arising out of the facts and allegations in the
11 Complaint.

12 **CC. “PAGA Group”** and **“PAGA Group Members”** means all Class Members
13 who worked as an hourly non-exempt employee at a Tropicale Foods Location in California
14 at any time during the PAGA Period.

15 **DD. “PAGA Payment”** means the portion of the Gross Settlement Amount,
16 totaling Forty Thousand Dollars (\$40,000.00), which will be paid pursuant to the provisions
17 of PAGA. Seventy-five percent (75%) of the PAGA Payment, or \$30,000, will be paid to
18 the LWDA. Twenty-five percent (25%) of the PAGA Payment, or \$10,000, will be
19 distributed to the PAGA Group Members.

20 **EE. “PAGA Penalty Payment”** means each PAGA Group Member’s payment
21 under this Settlement for being a member of the PAGA Group. All PAGA Penalty Payments
22 shall be allocated entirely to penalties.

23 **FF. “PAGA Period”** means January 8, 2021 through January 28, 2024.

24 **GG. “Participating Class Member”** means any Class Member who does not
25 timely submit a Request for Exclusion.

26 **HH. “Preliminary Approval Date”** means the date on which the Court signs the
27 Order Granting Preliminary Approval.

28 **II. “Released Parties”** means (i) Defendants; (ii) each of Defendants’ respective

past, present and future parents, subsidiaries, and affiliates including, without limitation, any corporation, limited liability company, or partnership (including Tropical Foods, Inc.); (iii) the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing, including, but not limited to, temporary agencies.

JJ. “Request for Exclusion” or “Exclusion Request Form” means a Class Member’s timely completed Request for Exclusion form, in the form substantially similar to that attached hereto as “Exhibit C.”

KK. “Settlement Administrator” means Atticus Administration, LLC.

LL. “Settlement Administrator Costs” means the costs of the Settlement Administrator to administer this Settlement, currently estimated at \$29,500.

MM. “Tropicale Foods Location” means any facility in California operated by Tropicale Foods, LLC or PLM Operations LLC, at which one or more Class Members worked during the Class Period.

SETTLEMENT AMOUNT

2. Settlement Chart.

The following settlement chart is intended solely for the convenience of the Court:

<u>Settlement Fund Allocation</u>	
Gross Settlement Amount	\$1,470,000
Net Settlement Amount (Estimated)	\$841,000
Service Award To Class Representatives (As Awarded By The Court)	\$20,000
Attorneys’ Fees And Costs (As Awarded By The Court)	\$514,500 (Attorneys’ Fees) \$25,000 (Costs)
Estimated Settlement Administrator Costs (As Awarded by the Court)	\$29,500
PAGA Payment (As Awarded by the Court)	\$40,000 (75% To The LWDA, 25% To PAGA Group Members)

1 **3. Resolution of Class Action.**

2 Subject to the terms and conditions set forth in this Agreement and approval of the
3 Court, this Settlement shall resolve and settle the Class Action. Upon the occurrence of the
4 Effective Settlement Date, and after all conditions precedent have occurred as set forth in
5 this Agreement, the Settlement Administrator will cause to be made all disbursements
6 required by this Settlement Agreement in accordance with its terms.

7 **4. The Gross Settlement Amount.**

8 On a non-reversionary-basis, Defendants have agreed to pay One Million Four
9 Hundred And Seventy Thousand And Zero Cents (\$1,470,000.00) as the Gross Settlement
10 Amount. As long as the workweeks count is determined to be within the parameters stated
11 in Paragraph 24 of this Agreement, the amount paid by Defendants under this Agreement
12 shall not exceed this amount. In no event shall any part of the Gross Settlement Amount
13 revert to Defendants. This Settlement is a cash settlement. This Settlement is not a claims-
14 made Settlement.

15 **5. Net Settlement Amount (Amounts Paid To Participating Class Members).**

16 A. The Net Settlement Amount is currently estimated to be approximately Eight
17 Hundred And Forty-One Thousand Dollars And Zero Cents (\$841,000.00).

18 B. Class Member Payments will be paid from the Net Settlement Amount to
19 Participating Class Members *pro rata* based on the number of workweeks credited to the
20 Participating Class Member during the Class Period in relation to the number of workweeks
21 credited to all Participating Class Members during the Class Period.

22 C. Example: If Participating Class Member A is credited with 100 workweeks,
23 and all Participating Class Members are credited with a combined total of 100,000
24 workweeks, then Participating Class Member A's Individual Settlement Payment would be
25 calculated as follows:

- 26 i. $100 \text{ weeks worked for Participating Class Member A} \div 100,000 \text{ total}$
27 $\text{weeks worked for all Participating Class Members} = .001 \text{ (or .1\%)}$
28 ii. Participating Class Member A is entitled to a gross Class Member

1 Payment that is .1% of the Net Settlement Amount, or $(0.001 \times$
2 $\$841,000) = \841 [gross amount]. This gross amount is subject to
3 deduction for employee taxes on the portion of the Class Member
4 Payment paid out as wages.

5 D. The Class Member Payment for each Participating Class Member reflects
6 negotiated amounts for alleged unpaid wages, meal period violations, rest period violations,
7 waiting time and other statutory penalties, unreimbursed expenses, and all other claims as
8 described more fully above as Released Claims.

9 E. For purposes of calculating Class Member Payments, each Participating Class
10 Member will be credited with the total workweeks worked by the individual Class Member
11 in a Class Position during the Class Period, as determined by Defendants' timekeeping
12 records. Defendants' records shall be presumptively correct for determining the number of
13 weeks worked for each Participating Class Member in a Class Position during the Class
14 Period.

15 F. Any Participating Class Member whose employment was terminated
16 voluntarily or involuntarily at any time during the Class Period shall be credited with one
17 (1) additional workweek as consideration for the release of alleged California Labor Code
18 section 203 waiting time penalties. However, these additional workweeks will not to be
19 considered for purposes of Paragraph 24A or Paragraph 24B.

20 G. The Settlement Administrator will issue to each Participating Class Member a
21 Class Member Payment. Each Class Member Payment will be allocated one-fourth (1/4) to
22 wages (reported by the Settlement Administrator on a Form W-2) and three-fourths (3/4) to
23 interest and penalties (reported by the Settlement Administrator on a Form 1099).

24 H. Class Member Payment checks will be void after 180 days from the date of
25 issuance. This Settlement is a non-reversionary cash settlement. Thus, any
26 unclaimed/uncashed Class Member Payment checks will not revert back to Defendants, but
27 instead will escheat to the State of California, Unclaimed Property Division, in the name of
28 the corresponding Class Member.

1 **6. PAGA Payment (Amounts Paid To The LWDA And PAGA Group Members).**

2 A. The PAGA Payment is \$40,000, and 75% of that amount (\$30,000) will be
3 paid to the LWDA. The remaining 25% (\$10,000) will be distributed to the PAGA Group
4 Members as provided for in this Settlement.

5 B. If a Settlement Class Member is a PAGA Group Member, the Settlement Class
6 Member shall be entitled to receive a PAGA Penalty Payment. Each PAGA Group
7 Member's PAGA Penalty Payment shall be calculated by dividing their weeks worked
8 during the PAGA Period by the weeks worked by the entire PAGA Group during the PAGA
9 Period. That amount will then be multiplied by \$10,000. Only weeks worked as a non-
10 exempt employee during the PAGA Period will be counted.

11 C. If a PAGA Group Member opted out of the Settlement and is not a
12 Participating Class Member, the PAGA Group Member shall still receive his/her PAGA
13 Penalty Payment calculated as provided above. If a PAGA Group Member is a Participating
14 Class Member, the PAGA Group Member is entitled to both their PAGA Penalty Payment
15 and the Class Member Payment as calculated above.

16 D. Any PAGA Group Member whose employment was terminated voluntarily or
17 involuntarily at any time during the PAGA Period shall be credited with one (1) additional
18 workweek as consideration for the release of PAGA civil penalties arising from the alleged
19 violation of California Labor Code section 203.

20 E. The Settlement Administrator will issue to each PAGA Group Member a
21 PAGA Penalty Payment. Each PAGA Penalty Payment will be allocated entirely to
22 penalties (reported by the Settlement Administrator on a Form 1099).

23 F. PAGA Penalty Payment checks will be void after 180 days from the date of
24 issuance. Any unclaimed/uncashed PAGA Penalty Payment checks will not revert back to
25 Defendants, but instead will escheat to the State of California, Unclaimed Property Division,
26 in the name of the corresponding PAGA Group Member.

27 G. If the Court requires an increase in the PAGA Payment as a condition
28 precedent to Settlement approval, any increase required shall come from the Gross

1 Settlement Amount.

2 **7. Service Awards To The Class Representatives.**

3 A. Through the Motion for Final Approval, Class Counsel will request an award
4 of individual Enhancements -- also referred to as Service Awards -- to the Class
5 Representatives in the amount of \$10,000 for Plaintiff Danny Wattle and \$10,000 for
6 Plaintiff Cristina Bravo (\$20,000 in total). The Enhancements are to compensate the Class
7 Representatives for their service and risk in connection with being the Class Representatives
8 and for their general release of claims.

9 B. Any Enhancements awarded by the Court will not be treated as wages. The
10 Class Representatives will receive an individual Form 1099 relating to such payments. The
11 Enhancements will not count as earnings or compensation for purposes of any benefit plans
12 (e.g., 401(k) plan, retirement plan, etc.) sponsored by Defendants.

13 C. Defendants and their counsel will not object to a request for approval of such
14 Enhancements, provided the requested Enhancements do not exceed \$20,000. Any portion
15 of the Enhancements not approved by the Court will be included in the Net Settlement
16 Amount and distributed to Participating Class Members.

17 D. The Enhancements are in addition to the Individual Settlement Payments
18 allocated to the Class Representatives under this Settlement. The Class Representatives
19 agree that they will not opt out of, or object to, the Settlement.

20 E. By operation of the Order Granting Final Approval, the Class Representatives
21 will be deemed to have generally released all claims against the Released Parties, including
22 any and all obligations, debts, claims, liabilities, demands, and causes of action of every
23 kind, nature and description whatsoever, known or unknown, suspected or claimed, which
24 they ever had, now have, or may hereafter acquire, from the beginning of time until the end
25 of the Class Period. This general release includes a Civil Code § 1542 waiver. This general
26 release does not, however, apply to claims for workers' compensation benefits,
27 unemployment insurance benefits, or any other claim or right that, as a matter of law, cannot
28 be waived or released herein.

1 **8. Class Counsels' Attorneys' Fees and Costs.**

2 A. Through the Motion for Final Approval, Class Counsel will request an award
3 of thirty-five percent (35%) of the Gross Settlement Amount, or Five Hundred Fourteen
4 Thousand Five Hundred Dollars And Zero Cents (\$514,500.00), for attorney's fees, and an
5 amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) for costs.
6 If the Gross Settlement Amount is increased pursuant to Paragraph 24 of this Agreement,
7 Class Counsel may request an award of attorney's fees of thirty-five (35%) of the total Gross
8 Settlement Amount as so increased.

9 B. Defendants and their counsel will not object to Class Counsels' application for
10 an award of attorney's fees and costs. Any attorney's fees/costs amount not approved by
11 the Court will be included in the Net Settlement Amount and distributed to Participating
12 Class Members.

13 C. Class Counsel have agreed to share the attorneys' fees awarded by the Court,
14 50% to Pimentel Law, P.C., and 50% to Scheppach Bauer PC, which is also reflected in the
15 proposed Order Granting Final Approval.

16 **9. Costs of Settlement Administration.**

17 The Settlement Administrator Costs are estimated at \$29,500 and will be paid from
18 the Gross Settlement Amount. The Net Settlement Amount payable to the Class Members
19 will increase or decrease by any amounts less or more than \$29,500 should the actual
20 Settlement Administrator Costs total less or more than \$29,500.

21 **RELEASE BY SETTLEMENT CLASS MEMBERS**

22 **10. Terms of Release.**

23 In exchange for the consideration recited in this Settlement Agreement, and by
24 operation of the Order Granting Final Approval, all Participating Class Members fully,
25 finally, and forever release the Released Parties from the Released Claims for the Class
26 Period.

27 In exchange for the consideration recited in this Settlement Agreement, and by
28 operation of the Order Granting Final Approval, all PAGA Group Members fully, finally,

1 and forever release the Released Parties from the PAGA Claims for the PAGA Period.

2 **11. California Labor Code Section 206.5.**

3 With respect to the Released Claims, and in consideration of Defendants' payment of
4 the sums provided herein, each and every Participating Class Member and PAGA Group
5 Member will be deemed to have also acknowledged and agreed that California Labor Code
6 section 206.5 is not applicable to the Parties hereto, any Participating Class Member, or any
7 PAGA Group Member, because there is a good faith dispute as to whether any wages are
8 due to any Participating Class Member or PAGA Group Member. Section 206.5 provides,
9 in pertinent part, as follows: "An employer shall not require the execution of a release of a
10 claim or right on account of wages due, or to become due, or made as an advance on wages
11 to be earned, unless payment of those wages has been made."

12 **CONDITIONAL CLASS CERTIFICATION**

13 **12. Certification for Settlement Purposes Only.**

14 A. As part of this Agreement and for purposes of settlement only, the Parties
15 stipulate and agree that the Court may certify the Class for the Class Period.

16 B. Should, for whatever reason, the Settlement not become final, the fact that the
17 Parties stipulate and agree to class certification as part of the Settlement will have no bearing
18 on, and will not be admissible in connection with, the issue of whether a class should be
19 certified in a non-settlement context in this action, and will have no bearing on, and will not
20 be admissible in connection with, the issue of whether a class should be certified in any other
21 lawsuit.

22 **13. Parties' Contentions.**

23 In entering into this Agreement, Defendants deny any liability or wrongdoing of any
24 kind associated with the claims alleged in the Class Action, and further deny that the Class
25 Action can be maintained as a class or representative action in a litigation context.
26 Defendants contend, among other things, that they have complied with the California Labor
27 Code, the applicable IWC Wage Orders, and the California Business and Professions Code.

28 In entering into this Agreement, Plaintiffs believe they have brought a meritorious

1 action, that class certification is appropriate, and that the claims can be maintained on a
2 representative basis under PAGA.

3 **14. Settlement Is Fair, Reasonable, And Adequate.**

4 Plaintiffs and their counsel are of the opinion that the terms set forth in this
5 Agreement are fair, reasonable, and adequate and this Agreement is in the best interest of
6 the Class in light of all known facts and circumstances, including the risk of significant
7 delay, defenses asserted by Defendants, and numerous potential appellate issues that could
8 arise out of the litigation. Defendants and their counsel also agree that this Agreement is
9 fair and in the best interests of the Class.

10 **SETTLEMENT APPROVAL AND PAYMENT PROCEDURES**

11 **15. Request for Preliminary and Final Approval.**

12 The Parties will cooperate fully in requesting preliminary and final approval of this
13 Settlement Agreement by the Court, including a determination by the Court that this
14 Settlement is fair, reasonable, and adequate. The Parties will also cooperate fully in
15 promptly requesting that, as provided for in this Settlement Agreement, the Court approve
16 the proposed forms of notices, orders, and other documents necessary to implement this
17 Settlement. Should the Court require or suggest edits to any documents in the Notice Packet,
18 the proposed Order Granting Preliminary Approval, or the proposed Order Granting Final
19 Approval, the Parties will work cooperatively to edit the document(s) accordingly and obtain
20 the Court's approval.

21 **16. Class List to Be Provided by Defendants to the Settlement Administrator.**

22 A. Defendants will provide the Class List to the Settlement Administrator within
23 fourteen (14) calendar days after the Court files its signed Order Granting Preliminary
24 Approval.

25 B. The Class List, and any other data provided by Defendants to the Settlement
26 Administrator, shall be treated as confidential and shall not be used by the Settlement
27 Administrator for any purpose other than as permitted by this Agreement. Further, the
28 Settlement Administrator shall use commercially reasonable efforts to secure the data

provided by Defendants at all times so as to avoid inadvertent or unauthorized disclosure or use of such data other than as permitted by this Agreement. At no time during the Settlement process will any Class Member's address or full social security number be filed with the Court, except under seal as may be ordered by the Court. The Settlement Administrator shall ensure that the Class Notice and any other communications to Class Members shall not include the Class Members' social security number, except for the last four digits. Class Members may, however, be required to submit a Form W-4 or W-9 as required by the Settlement Administrator for tax reporting purposes.

C. The Parties agree that Class Members' contact information and social security numbers will be used only by the Settlement Administrator for the sole purpose of effectuating the Settlement, and will not be provided to Class Counsel at any time or in any form. To the extent Class Counsel possesses or comes to possess Class Members' contact information and/or social security numbers through communication with the Settlement Administrator, Class Counsel shall return all such information (including copies, data, or other information derived therefrom) within seven (7) calendar days from the Effective Date, shall not retain copies of such information, and shall not maintain or use such information for any purpose.

17. Notice of Class Action Settlement.

A. After the Settlement Administrator receives the Class List from Defendants and no more than twenty-one (21) calendar days after the Preliminary Approval Date, the Settlement Administrator will first update all addresses using the National Change of Address System (NCOA) and then mail to all Class Members, via first-class United States Mail, the following documents: (a) the Notice of Class Action, Exhibit A; (b) the Notice of Estimated Individual Settlement Payment, Exhibit B; and (c) the Exclusion Request Form, Exhibit C (collectively, the "Notice Packet"). The envelope in which the Notice Packet is mailed will clearly state that it concerns a class action and the recipient could be entitled to a cash payment. The Notice Packet will be mailed out in English and Spanish.

B. In the event a Notice Packet is returned with a forwarding address, within five

1 business days thereafter, the Settlement Administrator will re-mail the Notice Packet to the
2 forwarding address. In the event of returned or non-deliverable Notice Packets without a
3 forwarding address, within five business days thereafter, the Settlement Administrator will
4 make reasonable efforts to locate Class Members through skip-tracing services offered by
5 publicly-available databases and will re-send the Notice Packets to the best available address
6 after performing the skip-tracing. It will be conclusively presumed that a Class Member's
7 Notice Packet was received if the Notice Packet has not been returned within forty-five (45)
8 days of the mailing of the Notice Packet to the Class Member.

9 C. In the event the procedures set forth herein are followed and the intended
10 recipient of a Notice Packet still does not receive the Notice Packet, the intended recipient
11 will be a Participating Class Member and will be bound by all terms of this Settlement and
12 the Order Granting Final Approval entered by the Court.

13 D. Each Class Member will have forty-five (45) calendar days from the date the
14 Notice Packet is originally mailed to submit a dispute, opt-out, and/or object to the
15 Settlement. This date is called the "Objection/Exclusion Deadline" or "Response Deadline."
16 In the event that a Notice Packet is re-mailed to a Class Member because the first one was
17 undeliverable, the Class Member shall have an additional fourteen (14) calendar days
18 beyond the Response Deadline to submit a valid dispute, opt-out, and/or object to the
19 Settlement. The procedures regarding disputes, opting out, and objecting to the Settlement
20 are set forth below.

21 **18. Dispute Procedures -- Resolution Regarding Weeks of Employment.**

22 A. Each Class Member will receive a Notice of Estimated Individual Settlement
23 Payment, Exhibit B, which will specify the weeks worked for that Class Member for which
24 he or she is being credited for purposes of this Settlement as well as the Class Member's
25 employment status (as a current or former employee).

26 B. Class Members will be entitled to dispute their number of weeks worked
27 and/or their employment status as reported on their Notice of Estimated Individual
28 Settlement Payment. A space will be provided on the Notice of Estimated Individual

1 Settlement Payment for Class Members to raise such disputes. For a Class Member's dispute
2 to be considered, the Class Member must fully complete the Notice of Estimated Individual
3 Settlement Payment and timely return it to the Settlement Administrator. To fully complete
4 the Notice of Estimated Individual Settlement Payment, the Class Member must: (a) specify
5 their dates of employment, their claimed number of weeks worked, job position, and work
6 location in the space provided; (b) attach or enclose supporting documentation, if any; (c)
7 print their name; and (d) date and sign it.

8 C. Class Members will have no more than forty-five (45) days after the date when
9 the Notice Packet was originally mailed by the Settlement Administrator to mail to the
10 Settlement Administrator a dispute concerning their weeks worked and/or employment
11 status during the Class Period, with any supporting evidence the Class Member may have.
12 The date of the postmark on the return mailing envelope shall be the exclusive means used
13 to determine whether a dispute has been timely submitted to the Settlement Administrator.
14 In the event of a dispute over weeks worked and/or a Class Member's employment status as
15 a current or former employee, Defendants' workweek data and Class List information will
16 be presumed to be correct, unless the Class Member proves otherwise to the Settlement
17 Administrator by credible written evidence.

18 D. Within seven (7) calendar days of receiving a dispute concerning a Class
19 Member's weeks worked and/or employment status, the Settlement Administrator shall
20 review all information and documents (if any) received from the Class Member in support
21 of the Class Member's dispute., and within seven (7) calendar days of receiving that
22 information the Settlement Administrator shall inform Class Counsel and Defendants'
23 counsel of its decision as to whether it accepts or rejects the dispute. All workweek disputes
24 will be resolved and decided by the Claims Administrator, and the Claims Administrator's
25 decision on all workweek disputes will be final and non-appealable.

26 E. Within seven (7) calendar days of the Settlement Administrator's decision, the
27 Settlement Administrator will provide a written explanation entitled "Notice Regarding
28 Disputed Weeks Worked" to the Class Member who disputed his or her weeks worked

1 and/or employment status. The Notice Regarding Disputed Weeks Worked will inform the
2 Class Member of any change to his or her weeks worked. The Class Member shall have
3 seven (7) calendar days after the date the Notice Regarding Disputed Weeks Worked is
4 postmarked to complete and mail an Exclusion Request Form to the Settlement
5 Administrator (pursuant to the opt-out steps set forth below). If, within that seven (7) day
6 time period, the Class Member does not mail a valid Exclusion Request Form to the
7 Settlement Administrator, the Class Member shall be deemed a Participating Class Member
8 and will be paid in accordance with the Class Member's weeks worked as noted on the
9 Notice Regarding Disputed Weeks Worked.

10 F. Upon resolution of all disputes regarding weeks worked, the Settlement
11 Administrator will prepare an updated Class List. Any changes to a Class Member's weeks
12 worked will be reflected in the total weeks worked for the entire Class on the updated Class
13 List. For example, if Class Member A successfully disputes his weeks worked and his weeks
14 worked is consequently increased by two weeks, the total weeks worked for the entire Class
15 will also be increased by two weeks for purposes of calculating Individual Settlement
16 Payments.

17 **19. Opt-Out Procedures -- Requests for Exclusion.**

18 A. The Class Notice will notify all Class Members of their right to opt out of the
19 Settlement.

20 B. Any Class Member (other than the Class Representatives) who wishes to be
21 excluded (*i.e.*, to opt out) from the Settlement must submit a completed Exclusion Request
22 Form to the Settlement Administrator on or before the Objection/Exclusion Deadline. To
23 be valid, the Exclusion Request Form must: (a) reference the name and address of the person
24 requesting exclusion; (b) be dated and signed by the person requesting exclusion; and (c) be
25 postmarked no later than the Objection/Exclusion Deadline. The date of the postmark on
26 the return mailing envelope shall be the exclusive means used to determine whether an
27 Exclusion Request Form has been timely submitted.

28 C. Any Class Member who mails a valid and timely Exclusion Request Form

1 will, upon receipt thereof by the Settlement Administrator, no longer be a Participating Class
2 Member, he/she will receive no Class Member Payment, and none of his or her individual
3 claims, causes of action or rights will be released by virtue of this Settlement Agreement.
4 However, if a Class Member who mails a valid and timely Exclusion Request Form is also
5 a PAGA Group Member, the Class Member will still be entitled to receive his or her PAGA
6 Penalty Payment and will still fully release the PAGA Claims by operation of the Court's
7 Order Granting Final Approval.

8 D. Any Class Member Payment that would have been paid to a Class Member
9 but for that Class Member opting out of the Settlement will be included in the Net Settlement
10 Amount and distributed to the Participating Class Members.

11 E. Failure to timely submit a completed Exclusion Request Form will result in a
12 Class Member being conclusively deemed a Participating Class Member fully bound by the
13 terms of the Settlement.

14 F. If a Class Member submits a timely dispute concerning his or her weeks
15 worked and/or employment status as reflected on his or her Notice of Estimated Individual
16 Settlement Payment and submits a timely Exclusion Request Form, the Exclusion Request
17 Form will be invalid (unless postmarked later than the date the Class Member submits his
18 or her dispute on the Notice of Estimated Individual Settlement Payment) and such Class
19 Member will be considered a Participating Class Member.

20 **20. Objection Procedures -- Objections to the Settlement.**

21 A. The Class Notice will provide that Class Members who wish to object to the
22 Settlement must mail to the Settlement Administrator a written Objection.

23 B. To be valid, such Objection must be mailed to the Settlement Administrator
24 no later than the Response Deadline. To be valid, the Objection must include the Class
25 Member's name, the basis for their objection to the Settlement, and their signature. The date
26 of the postmark on the return mailing envelope shall be the exclusive means used to
27 determine whether an Objection has been timely submitted. The Settlement Administrator
28 will promptly forward by e-mail any such Objection to the Parties' respective counsel. Class

1 Counsel will lodge a copy of the Objections, if any, with the Court. Unless otherwise
2 allowed by the Court in its discretion, no Class Member will be entitled to be heard at the
3 Final Fairness Hearing (whether individually or through separate counsel) or to object to the
4 Settlement, and no written objection or briefs submitted by any Class Member will be
5 received or considered by the Court at the Final Fairness Hearing unless, no later than the
6 Response Deadline, the Class Member mails to the Settlement Administrator an Objection
7 as set forth above. Unless otherwise ordered by the Court in its discretion, any Class
8 Member who fails to timely mail an Objection to the Settlement Administrator will be
9 deemed to have waived any objection and will be foreclosed from making any objection
10 (whether by appeal or otherwise) to the Settlement.

11 **21. Verification of Dissemination of Notice of Class Action.**

12 The Settlement Administrator will verify, in writing, that the Notice Packets have
13 been disseminated in accordance with the Court’s Order Granting Preliminary Approval,
14 and will provide such verification to Class Counsel and Defendants’ counsel no later than
15 twenty (20) calendar days prior to the date of the Final Fairness Hearing. The Settlement
16 Administrator will provide that verification in the form of a declaration, which shall also
17 include, as an attachment, any timely Objections received by the Settlement Administrator.

18 **22. Reporting.**

19 The Settlement Administrator will provide written notice to Class Counsel and
20 Defendants’ counsel of all disputes concerning weeks worked, Requests for Exclusion, and
21 Objections it receives, within three (3) calendar days of receiving such items.

22 **23. No Encouraging Class Members Not To Participate.**

23 No Party will directly or indirectly, through any person or entity, encourage any Class
24 Member not to participate in this Settlement.

25 **24. Verification Of Weeks Worked.**

26 A. Defendants have estimated that, from April 12, 2018 through October 30,
27 2023, the Class worked approximately 140,000 workweeks (“Estimated Workweeks”). The
28 Parties have negotiated and agreed to include a maximum of 154,000 workweeks in the

1 Class Period. If the total workweeks worked during the Class Period exceed 154,000
2 workweeks, then Defendants, at their election, must do either of the following: (i) increase
3 the Gross Settlement Amount proportionally by the workweeks worked in excess of 10% of
4 the Estimated Workweeks (for example, if the actual workweeks worked during the Class
5 Period exceed 140,000 by 12%, the Gross Settlement Amount will be increased by 2%,
6 which increase Defendants will pay); or (ii) elect to shorten the Class Period to the date that
7 the total workweeks meets but does not exceed 154,000 workweeks. In the event Defendants
8 elect the former, the Class Notice materials shall be edited by the Settlement Administrator
9 to reflect the new Gross Settlement Amount, the new Net Settlement Amount, and the new
10 amount of requested attorneys' fees, before the Notice Packet is mailed to the Class. In the
11 event Defendants elect the latter, the PAGA Period shall be shortened to the same end date
12 as the Class Period, and the Notice Packet materials shall be edited by the Settlement
13 Administrator to reflect the new end date of the Class Period and PAGA Period, before the
14 Notice Packet is mailed to the Class.

15 B. Actual weeks worked by the Class during the Class Period shall be determined
16 based on Defendants' timekeeping records where each class member is credited for one
17 workweek for each calendar week where the employee records one or more days worked.
18 The Settlement Administrator shall notify counsel for all Parties of the workweek
19 calculation. For purposes of Paragraph 24A. and Paragraph 24B., the extra workweek credit
20 provided for in this Settlement for separated Class Members and separated PAGA Group
21 Members shall not be counted or considered.

22 **25. Final Fairness Hearing.**

23 On the date set forth in the Notice of Class Action (or as continued by the Court in
24 its discretion), a Final Fairness Hearing will be held before the Court in order to: (1) review
25 this Settlement Agreement and determine whether the Court should give it final approval;
26 and (2) consider any timely objections to the Settlement and all responses by the Parties to
27 such objections. At the Final Fairness Hearing, the Parties will ask the Court to approve the
28 Settlement Agreement and to enter judgment accordingly.

1 **26. Listing of Individual Settlement Amounts.**

2 Within seven (7) calendar days after the Court files the Order Granting Final
3 Approval, the Settlement Administrator will provide to Class Counsel and Defendants'
4 counsel a proceeds list showing the Individual Settlement Payment for each Participating
5 Class Member/PAGA Group Member, identified by the applicable employee or other
6 identification number, who will receive settlement proceeds ("Proceeds List"). The
7 Proceeds List will include a calculation of all employer payroll taxes and obligations, which
8 shall be separately funded by Defendants.

9 **27. Funding & Payment Dates.**

10 A. Defendants shall retain exclusive authority over, and the responsibility for, the
11 funds comprising the Gross Settlement Amount, until the Court signs the Order Granting
12 Final Approval, at which point Defendants are to transfer the Gross Settlement Amount to
13 the Settlement Administrator as set forth in this Settlement.

14 B. Within fifteen (15) calendar days of the Effective Settlement Date (the
15 "Funding Date"), Defendants shall cause to be paid to the Settlement Administrator (i) the
16 Gross Settlement Amount (inclusive of any increase required by Paragraph 24), and (ii) the
17 employer's tax burdens associated with the portion of the Individual Settlement Payments
18 being paid out as wages, which shall be calculated by the Settlement Administrator.

19 D. Within seven (7) calendar days of the Funding Date, the Settlement
20 Administrator will cause to be paid: (i) the Individual Settlement Payments, (ii) the
21 Enhancements awarded by the Court; (iii) the attorneys' fees and costs awarded by the Court,
22 (iv) the LWDA's portion of the PAGA Payment, and (v) the Settlement Administrator Costs
23 awarded by the Court.

24 **28. Individual Settlement Payment – Check Cashing/Endorsing Deadlines.**

25 A. The checks for all Individual Settlement Payments will indicate on their face
26 that they are void if not negotiated within one hundred and eighty (180) days of their
27 issuance. In the event a settlement check is returned to the Settlement Administrator with a
28 forwarding address, the settlement check will be forwarded to the forwarding address. In

1 the event a settlement check is returned to the Settlement Administrator without a forwarding
2 address or is otherwise undeliverable, the Settlement Administrator will use reasonable
3 efforts to search for a better address and re-mail the returned check, if possible. If the search
4 does not provide a better address, or if the settlement check is ultimately returned without a
5 forwarding address, neither Defendants, Class Counsel nor the Settlement Administrator
6 shall be required to take further action to achieve delivery of the check to the Class Member.
7 If within that 180-day period the Class Member contacts the Settlement Administrator, or if
8 Class Counsel does so on his or her behalf, the settlement check will be reissued and mailed
9 to the address the Class Member (or Class Counsel) provides. Any such reissued settlement
10 checks will indicate on their face that they are void if not negotiated within one hundred and
11 eighty (180) days of their issuance.

12 B. Any monies not able to be delivered to a Class Member after one address
13 follow-up on returned mail and any uncashed Individual Settlement Payments remaining
14 after the check-cashing period expires will escheat to the State of California, Unclaimed
15 Property Division, in the name of the corresponding Class Member.

16 **29. Deadlines.**

17 If any deadline specified in this Agreement falls on a Saturday, Sunday, or State Court
18 holiday, the deadline will be automatically extended to the next regular business day. Unless
19 otherwise specified herein, all references to “days” shall mean calendar days.

20 **CONTINUING JURISDICTION OF THE COURT**

21 **30. Continuing Jurisdiction.**

22 Pursuant to California Rules of Court, Rules 3.769 and 3.771, this Settlement
23 Agreement will be subject to approval by the Court and will be enforceable by the Court
24 pursuant to California Code of Civil Procedure section 664.6. Even after the Order Granting
25 Final Approval and notwithstanding it, the Court will have and retain continuing jurisdiction
26 over the Class Action and over all Parties, Participating Class Members and PAGA Group
27 Members, to the fullest extent necessary or convenient to enforce and effectuate the terms
28 and intent of this Settlement Agreement and all matters provided for in it, and to interpret it.

MUTUAL COOPERATION

31. Cooperation Obligations.

The Parties will fully cooperate with each other to accomplish the terms of this Settlement Agreement, including, but not limited to, providing additional evidence, executing additional documents, and/or taking such other action as may be reasonably necessary to obtain the Court's approval of the Settlement or implement it. Defendants and its counsel will provide cooperation to the Class Representatives and their counsel in the event the Court requires additional information and/or documentation before preliminary or final approval is granted.

NON-ADMISSION SETTLEMENT

32. No Admissions.

Nothing in this Settlement Agreement will constitute or be considered an admission by or on behalf of Defendants, or any of the Released Parties, of any wrongdoing or liability, or of the accuracy of any allegation made in connection with this Class Action.

WITHDRAWAL, NULLIFICATION OR INVALIDATION

33. Withdrawal/Termination.

A. If prior to the Final Fairness Hearing, persons who otherwise would be members of the Class have filed timely requests to opt out as outlined herein, and if such persons in the aggregate amount to a number greater than ten percent (10%) of the total number of Class Members, Defendants shall have fourteen (14) calendars days following the Objection/Exclusion Deadline ("Termination Deadline") to terminate this Settlement by mailing written notice to Class Counsel, Yesenia Rodriguez of Pimentel Law, P.C., 30 N. Raymond Ave, Suite 211, Pasadena, CA 91103, and John M. Scheppach of Scheppach Bauer PC, 23181 Verdugo Drive Suite 105-A, Laguna Hills CA 92653. However, Defendants shall not be required to terminate the Settlement.

B. Any written notice of termination mailed after the Termination Deadline will be ineffective and invalid.

C. In the event Defendants elect to terminate pursuant to Paragraph 33(A),

1 Defendants will not be responsible for paying any settlement amounts, Enhancements,
2 attorneys' fees or costs. Defendants, however, will be solely responsible for the Settlement
3 Administrator Costs incurred as of the date of termination. In the event Defendants elect to
4 terminate pursuant to Paragraph 33(A), this Settlement Agreement will be considered null
5 and void and neither this Settlement Agreement nor any of the related negotiations or
6 proceedings will be of any force or effect and shall be inadmissible in any forum or
7 jurisdiction.

8 D. Defendants and its counsel agree that they will not encourage opt outs or
9 communicate negatively about the Settlement to Class Members. A breach of this obligation,
10 as determined by the Court, will negate any right Defendants have to terminate under
11 Paragraph 33(A).

12 **34. Nullification.**

13 If, after exhausting all efforts: (1) the Court refuses to enter an Order Granting Final
14 Approval or (2) the Court's Order Granting Final Approval is reversed and the Court
15 thereafter refuses to enter an Order Granting Final Approval, then: (a) this Settlement
16 Agreement will be considered null and void; (b) neither this Settlement Agreement nor any
17 of the related negotiations or proceedings will be of any force or effect; and (c) Defendants
18 and Class Counsel shall each be responsible for half of any Settlement Administrator Costs.

19 In the event that Defendants fail to fund the Common Fund, then (i) the releases set
20 forth in this Agreement and/or in the Order Granting Final Approval shall have no effect,
21 and (ii) the Order Granting Final Approval shall have no preclusive effect on the Released
22 Claims or PAGA Claims.

23 **35. Invalidation.**

24 Invalidation of any material term of this Settlement Agreement will invalidate this
25 Agreement in its entirety unless the Parties subsequently agree in writing that the remaining
26 provisions will remain in full force and effect. Before declaring any provision of this
27 Agreement invalid, however, the Court shall first attempt to construe the provision in a valid
28 manner to the fullest extent possible consistent with applicable precedents.

1 **36. Appeal from Order of Final Judgment and Order of Dismissal.**

2 In the event of a timely appeal from the Order Granting Final Approval, the Order
3 Granting Final Approval will be stayed and the Individual Settlement Payments and any
4 other payments required hereunder by Defendants will not be paid pending the completion
5 and final resolution of the appeal, and any payment thereafter will: (1) occur only if the
6 Order Granting Final Approval is upheld after all appeals; and (2) be in a manner that is
7 provided for in this Settlement Agreement and in the Order Granting Final Approval.

8 **GENERAL PROVISIONS**

9 **37. Entire Agreement.**

10 This Settlement Agreement constitutes the entire integrated agreement between the
11 Parties relating to the resolution of the Class Action, and no oral representations, warranties
12 or inducements have been made to any Party concerning this Settlement Agreement other
13 than the representations, warranties, and covenants contained and memorialized in this
14 Settlement Agreement. This Settlement Agreement supersedes and replaces any prior
15 memorandum of understanding entered into by the Parties.

16 **38. Authorization to Act.**

17 Class Counsel warrants that they are authorized by the Class Representatives, and
18 counsel of record for Defendants warrant that they are authorized by Defendants, to take all
19 appropriate action required or permitted to be taken by such Parties pursuant to this
20 Settlement Agreement to effectuate its terms, and to execute any other documents required
21 to effectuate the terms of this Settlement Agreement.

22 **39. Modification Only in Writing.**

23 This Settlement Agreement may be amended or modified only by a written
24 instrument signed by all Parties or their successors in interest. However, Class Counsel and
25 Defendants' counsel may agree to, and are hereby authorized to, amend or modify the
26 contents of the Notice Packet, the Proposed Order Granting Preliminary Approval (Exhibit
27 D), and the Proposed Order Granting Final Approval (Exhibit E), to conform to any edits
28 requested or recommended by the Court without further signatures of the Parties.

1 **40. Binding on Successors.**

2 This Settlement Agreement is binding upon and will inure to the benefit of the Parties
3 to this Agreement, as well as their respective attorneys, past, present, and future
4 predecessors, successors, shareholders, officers, directors, employees, agents, trustees,
5 representatives, administrators, fiduciaries, assigns, insurers, executors, partners, parent
6 corporations, subsidiaries, and related or affiliated entities.

7 **41. No Prior Assignments.**

8 The Participating Class Members will be deemed by operation of the Order Granting
9 Final Approval to represent, covenant, and warrant that they have not assigned, transferred,
10 encumbered, or purported to assign, transfer, or encumber to any person or entity any portion
11 of any liability, claim, demand, cause of action or rights herein released and discharged.

12 **42. Governing Law.**

13 All terms of this Settlement Agreement will be governed by and interpreted according
14 to the laws of the State of California, without giving effect to conflicts of laws principles.

15 **43. Counterparts.**

16 This Settlement Agreement may be executed in one or more counterparts. Signatures
17 provided electronically (such as via DocuSign and/or Adobe Sign), by pdf or by facsimile
18 shall have the same force and effect as original “wet” signatures. All executed counterparts
19 and each of them will be deemed to be one and the same instrument. Counsel for the Parties
20 will exchange among themselves signed counterparts.

21 **44. Headings for Convenience Only.**

22 The descriptive headings of any paragraphs or sections of this Settlement Agreement
23 are inserted for convenience of reference only and do not constitute a part of this Settlement
24 Agreement.

25 **45. Construction of this Agreement.**

26 The Parties hereto agree that the terms and conditions of this Settlement Agreement
27 are the result of arms-length negotiations between the Parties and that this Settlement
28 Agreement will not be construed in favor of or against any Party by reason of the extent to

1 which any Party, or his or its counsel, participated in the drafting of this Agreement. Except
2 as expressly provided herein, this Settlement Agreement has not been executed in reliance
3 upon any other oral or written representations or terms and no such extrinsic oral or written
4 representations or terms will modify, vary or contradict the terms of this Settlement
5 Agreement. In entering this Settlement Agreement, the Parties hereto explicitly recognize
6 California Civil Code section 1625 and California Code of Civil Procedure section 1856(a),
7 which provide that a written agreement is to be construed according to its terms and may not
8 be varied or contradicted by extrinsic evidence. The Class Representatives and Defendants
9 participated in the negotiation and drafting of this Settlement Agreement and had available
10 to them the advice and assistance of independent counsel. As such, neither the Class
11 Representatives, nor any Participating Class Members, nor any PAGA Group Members, nor
12 Defendants may claim that any ambiguity in this Settlement Agreement should be construed
13 against the other.

14 **46. Corporate Signatories.**

15 Any person executing this Settlement Agreement or any related document on behalf
16 of a corporate signatory hereby warrants and promises for the benefit of all Parties hereto
17 that such person has been duly authorized by such corporation to execute this Settlement
18 Agreement or any related document.

19 **47. Representation by Counsel.**

20 All of the Parties hereto acknowledge that they have been represented by counsel
21 throughout all negotiations which preceded the execution of this Settlement Agreement and
22 that this Agreement has been executed with the advice of counsel.

23 **48. Attorneys' Fees and Costs.**

24 Except as otherwise provided herein, the Parties hereto will bear responsibility for
25 their own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of
26 or related to this Class Action and this Settlement, and will not seek reimbursement thereof
27 from any Party to this Settlement Agreement. Plaintiffs and their counsel covenant not to
28 pursue claims for attorneys' fees and costs, or any class representative Enhancements, for

1 dollar amounts above those stated or provided for in this Agreement.

2 **49. Miscellaneous.**

3 A. After this Settlement receives final approval from the Court, Class Counsel
4 (John M. Scheppach) will file a request to dismiss the *Bravo* Matter without prejudice.

5 B. The Parties both acknowledge and agree that nothing in this Agreement, nor
6 in any written communication or disclosure between or among them or their Counsel, is or
7 was intended to be, nor shall any such communication or disclosure constitute or be
8 construed or be relied upon as, tax advice within the meaning of United States Treasury
9 Circular 230 (31 CFR part 10, as amended).

10 C. Defendants agree to refrain from removing, or seeking removal of, the Class
11 Action to federal court.

12 D. Within twenty-one (21) calendar days of full execution of this Settlement,
13 Defendants shall email Class Counsel with an estimate of the total number of Class
14 Members, former Class Members, and PAGA Group Members that Class Counsel can use
15 for preliminary approval purposes.

16 E. To effectuate the terms of the Settlement, the Parties agree all formal and
17 informal discovery and other proceedings shall be stayed pending Court approval of the
18 Settlement. Class Counsel further agrees not to initiate communication (oral and written)
19 with the Released Parties' current employees, except as necessary to effectuate the approval
20 of the Settlement. If the Court requests any additional information in connection with the
21 preliminary or final approval motion and such information is in the possession of
22 Defendants, or any of them, Defendants agree to provide such information to Class Counsel
23 without the necessity of formal discovery. Once a hearing is scheduled for Plaintiffs'
24 motion for preliminary approval, Class Counsel will request that any pending Court
25 deadlines that are scheduled prior to the preliminary approval hearing be continued to either
26 coincide with the preliminary approval hearing or post-date the preliminary approval
27 hearing.

28 F. Neither the Class Representatives nor Class Counsel may disclose this

1 Settlement or the Parties' Settlement terms to any outside third party (except to a settlement
2 administrator) in any manner until the date of the filing of the Motion for Preliminary
3 Approval. Notwithstanding the foregoing, Plaintiffs and Class Counsel may tell the public
4 in general only that the Class Action "has been resolved by the parties."

5 **IT IS SO STIPULATED AND AGREED:**

6 **PLAINTIFFS**

7 Dated: 16/07/24

Danny Wattle
Danny Wattle (Jul 16, 2024 19:05 PDT)

8 DANNY WATTLE

9 Dated: _____

10 CRISTINA BRAVO

11 **DEFENDANTS**

12 Dated: _____

13 TROPICAL FOODS, LLC

14 By: _____

15 Its: _____

16 Dated: _____

17 PLM OPERATIONS LLC

18 By: _____

19 Its: _____

20 Dated: _____

21 TRINITY PERSONNEL, INC.

22 By: _____

23 Its: _____

1 Settlement or the Parties' Settlement terms to any outside third party (except to a settlement.
2 administrator) in any manner until the date of the filing of the Motion for Preliminary
3 Approval. Notwithstanding the foregoing, Plaintiffs and Class Counsel may tell the public
4 in general only that the Class Action "has been resolved by the parties."

5 **IT IS SO STIPULATED AND AGREED:**

6 **PLAINTIFFS**

7 Dated: _____

DANNY WATTLE

9 Dated: 07/16/2024

Cristina Bravo
Cristina Bravo (Jul 16, 2024 21:27 PDT)

10 CRISTINA BRAVO

11
12 **DEFENDANTS**

14 Dated: _____

TROPICAL FOODS, LLC

15 By: _____

16 Its: _____

18 Dated: _____

PLM OPERATIONS LLC

19 By: _____

20 Its: _____

22 Dated: _____

TRINITY PERSONNEL, INC.

24 By: _____

25 Its: _____

Settlement or the Parties' Settlement terms to any outside third party (except to a settlement administrator) in any manner until the date of the filing of the Motion for Preliminary Approval. Notwithstanding the foregoing, Plaintiffs and Class Counsel may tell the public in general only that the Class Action "has been resolved by the parties."

IT IS SO STIPULATED AND AGREED:

PLAINTIFFS

Dated: _____

DANNY WATTLE

Dated: _____

CRISTINA BRAVO

DEFENDANTS

Dated: 8/20/2024

TROPICAL FOODS, LLC

By: John Full

Its: CFO

Dated: 8/20/2024

PLM OPERATIONS LLC

By: John Full

Its: CFO

Dated: _____

TRINITY PERSONNEL, INC.

By: _____

Its: _____

1 Settlement or the Parties' Settlement terms to any outside third party (except to a settlement
2 administrator) in any manner until the date of the filing of the Motion for Preliminary
3 Approval. Notwithstanding the foregoing, Plaintiffs and Class Counsel may tell the public
4 in general only that the Class Action "has been resolved by the parties."

5 **IT IS SO STIPULATED AND AGREED:**

6 **PLAINTIFFS**

7 Dated: _____

8 DANNY WATTLE

9 Dated: _____

10 CRISTINA BRAVO

11
12 **DEFENDANTS**

13
14 Dated: _____

TROPICAL FOODS, LLC

15 By: _____

16 Its: _____

17
18 Dated: _____

PLM OPERATIONS LLC

19 By: _____

20 Its: _____

21
22 Dated: 7-25-24

TRINITY PERSONNEL, INC.

23
24 By:  _____


25 Its: President

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APPROVED AS TO FORM:

Dated: July 16, 2024

PIMENTEL LAW, P.C.

By: 
YESENIA RODRIGUEZ,
Attorneys for Plaintiff
DANNY WATTLE, on behalf of himself
and all others similarly situated

Dated: _____

SCHEPPACH BAUER PC

By: _____
JOHN M. SCHEPPACH,
Attorneys for Plaintiff
CRISTINA BRAVO, on behalf of herself
and all others similarly situated

Dated: _____

FISHER & PHILLIPS LLP

By: _____
SHAUN VOIGT,
Attorneys for Defendants
TROPICALE FOODS, LLC and PLM
OPERATIONS LLC

Dated: _____

JACKSON LEWIS P.C.

By: _____
NATHAN W. AUSTIN,
Attorneys for Defendants
TROPICALE FOODS, LLC

Dated: _____

KOREY RICHARDSON LLP

By: _____
RONALD Z. GOMEZ,
Attorneys for Defendant
TRINITY PERSONNEL, INC.

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APPROVED AS TO FORM:

Dated: _____

PIMENTEL LAW, P.C.

By: _____
YESENIA RODRIGUEZ,
Attorneys for Plaintiff
DANNY WATTLE, on behalf of himself
and all others similarly situated

Dated: July 17, 2024

SCHEPPACH BAUER PC

By: _____
JOHN M. SCHEPPACH,
Attorneys for Plaintiff
CRISTINA BRAVO, on behalf of herself
and all others similarly situated

Dated: August 21, 2024

FISHER & PHILLIPS LLP

By: _____
SHAUN VOIGT,
Attorneys for Defendants
TROPICALE FOODS, LLC and PLM
OPERATIONS LLC

Dated: _____

JACKSON LEWIS P.C.

By: _____
NATHAN W. AUSTIN,
Attorneys for Defendants
TROPICALE FOODS, LLC

Dated: _____

KOREY RICHARDSON LLP

By: _____
RONALD Z. GOMEZ,
Attorneys for Defendant
TRINITY PERSONNEL, INC.

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APPROVED AS TO FORM:

Dated: _____

PIMENTEL LAW, P.C.

By: _____
YESENIA RODRIGUEZ,
Attorneys for Plaintiff
DANNY WATTLE, on behalf of himself
and all others similarly situated

Dated: _____

SCHEPPACH BAUER PC

By: _____
JOHN M. SCHEPPACH,
Attorneys for Plaintiff
CRISTINA BRAVO, on behalf of herself
and all others similarly situated


Dated: _____

FISHER & PHILLIPS LLP

By: _____
SHAUN VOIGT,
Attorneys for Defendants
TROPICALE FOODS, LLC and PLM
OPERATIONS LLC

Dated: 08.20.24

JACKSON LEWIS P.C.

By:  _____
NATHAN W. AUSTIN,
Attorneys for Defendants
TROPICALE FOODS, LLC

Dated: _____

KOREY RICHARDSON LLP

By: _____
RONALD Z. GOMEZ,
Attorneys for Defendant
TRINITY PERSONNEL, INC.

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APPROVED AS TO FORM:

Dated: _____

PIMENTEL LAW, P.C.

By: _____
YESENIA RODRIGUEZ,
Attorneys for Plaintiff
DANNY WATTLE, on behalf of himself
and all others similarly situated

Dated: _____

SCHEPPACH BAUER PC

By: _____
JOHN M. SCHEPPACH,
Attorneys for Plaintiff
CRISTINA BRAVO, on behalf of herself
and all others similarly situated

Dated: _____

FISHER & PHILLIPS LLP

By: _____
SHAUN VOIGT,
Attorneys for Defendants
TROPICALE FOODS, LLC and PLM
OPERATIONS LLC

Dated: _____

JACKSON LEWIS P.C.

By: _____
NATHAN W. AUSTIN,
Attorneys for Defendants
TROPICALE FOODS, LLC

Dated: August 8, 2024

KOREY RICHARDSON LLP

By: Ronald Z Gomez
RONALD Z. GOMEZ,
Attorneys for Defendant
TRINITY PERSONNEL, INC.

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF STANISLAUS

DANNY LEE WATTLE, an individual,
CRISTINA BRAVO, an individual, on behalf of
themselves and all others similarly situated,

Plaintiff,

vs.

PLM OPERATIONS LLC, a Delaware limited
liability company, TROPICALE FOODS, LLC, a
California limited liability company, f/k/a
TROPICALE FOODS, INC., TRINITY
PERSONNEL, INC., a California corporation;
and DOES 1 through 25, inclusive.

CASE NO. CV-22-001613

ASSIGNED FOR ALL PURPOSES TO:

HON. JOHN D. FREELAND

DEPT 23

NOTICE OF CLASS ACTION SETTLEMENT

If You Worked At A Tropicale Foods Location In California As A Non-Exempt Employee At Any Time
From April 12, 2018, Through January 28, 2024

You May Be Entitled To Participate In A Class Action Settlement.

The Stanislaus County Superior Court approved this notice. This is not an advertisement.
You are not being sued. Your legal rights are affected whether you act or not.

PLEASE READ THIS NOTICE. YOUR LEGAL RIGHTS WILL BE AFFECTED.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT ARE:	
Do Nothing	If you want to participate and receive your share of the money from the settlement, you do <u>not</u> need to do anything. If you do nothing, you will be mailed a settlement payment and you will be releasing certain claims. (See #19 below.)
Object	If you want to object to the settlement, you must write to the Settlement Administrator and explain why you think the settlement should not be approved. (See #16 below.)
Exclude Yourself	If you exclude yourself (or “opt-out”) from this lawsuit, you will not receive any Class Member Payment and will not release any individual claims. (See #17 below.)

YOUR RIGHTS AND OPTIONS AND THE DEADLINES TO EXERCISE
THEM ARE EXPLAINED IN THIS NOTICE

Notice of Class Action Settlement
Questions? Call [Atticus Administration](#)

BASIC INFORMATION

1. Why did I get this notice?

The records of Tropicale Foods, LLC and its affiliate PLM Operations LLC show that you work, or used to work, at a Tropicale Foods facility in California as a non-exempt employee. You are receiving this notice because you may be a member of a class on whose behalf a class action lawsuit has been brought. The lawsuit is known as *Wattle, et al. v. PLM Operations LLC, et al.*, assigned Stanislaus County Superior Court Case Number CV-22-001613 (the “Class Action”). This notice explains the nature of the Class Action, the proposed settlement of the Class Action, and your legal rights to participate in, object to, or opt out of the settlement.

2. What is a class action?

In a class action, one or more individuals called a “Class Representative” (in this case, Danny Wattle and Cristina Bravo) act as Plaintiffs and sue on their own behalf and attempt to sue on behalf of other people who could possibly have similar claims. The court must make a determination whether the Plaintiffs’ case can move forward as a class action depending on various legal criteria. It does not always permit a case to proceed as a class action. If, however, a court determines that Plaintiffs’ case can proceed as a class action, the people together become a “Class,” with each person being a “Class Member.” At that point, one court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves (*i.e.*, opt out) from the Class.

THE CLASS, AND THE NATURE OF THE CLASS ACTION

3. Who is in the Class?

The Court has conditionally certified a settlement class comprised of: all current and former non-exempt employees who worked at a Tropicale Foods Location in California as an hourly non-exempt employee at any time from April 12, 2018 through January 28, 2024. These individuals are called “Class Members.” The Class Period is April 12, 2018 to January 28, 2024. “A Tropicale Foods Location” is any facility in California operated by Tropicale Foods, LLC or its affiliate PLM Operations LLC. The Class includes all employees on the payroll of Tropicale Foods, LLC or PLM Operations LLC as well as all employees placed to work at a Tropicale Foods Location by temporary staffing agencies during the Class Period.

4. What is the Class Action about?

The Class Action is alleged against PLM Operations LLC, Tropicale Foods, LLC, and Trinity Personal, Inc. (the “Defendants”). The Class Action primarily alleges that the Class was not provided all wages owed; was not provided meal periods and rest breaks in accordance with the California Labor Code and Wage Orders; was not provided accurate itemized wage statements; was not reimbursed for their work-related expenses; and was not paid all wages due upon separation from employment, as required by California law. The lawsuit also alleges that these actions constituted unfair business practices under California law and lead to civil penalties under the Private Attorneys General Act of 2004 (“PAGA”).

5. What is Defendants’ response to the Class Action?

Defendants deny all allegations raised in the Class Action, assert that the case should not proceed as a class action, and assert that they did not violate the law and have no liability for any of the Class Members’ claims.

6. Has the Court decided who is right?

No. The Court has not decided whether Plaintiffs or Defendants are correct. The Court also has not made a determination that the Plaintiffs' case can proceed to trial as a class action. The Court, however, has conditionally certified a settlement Class for the purposes of resolving this lawsuit without further litigation, without any admission of liability or fault, and without any determination of which side is right. By establishing the Class and issuing this notice, the Court is not suggesting that either side will win or lose this case.

SUMMARY OF THE SETTLEMENT

7. Why is there a settlement?

Both sides have conducted detailed investigations and an analysis of the facts and applicable law. Plaintiffs believe that the claims asserted in the lawsuit have merit; Defendants strongly dispute that contention. This case involves many unresolved factual and legal issues, and the outcome is uncertain. Substantial amounts of time, energy, and other resources have been devoted by both parties and, unless there is a settlement, that situation will continue. By agreeing to a settlement, the parties avoid the costs, risks, and uncertainty of trial and/or any appeals, and the Class Members will receive a financial payment.

8. What does the settlement provide?

Without admitting any wrongdoing, Defendants have agreed to pay \$1,470,000 (the "Gross Settlement Amount") to resolve the Class Action. All payments under the Settlement will be disbursed from the Gross Settlement Amount, including the following:

- Payments to the Participating Class Members in the total gross estimated amount of \$841,000 (the "Net Common Fund"). These are called "Class Member Payments."
- Payments to the PAGA Group Members in the total amount of \$10,000. These are called the "PAGA Penalty Payments."
- Fees of the third party Settlement Administrator to administer the Settlement, estimated at \$29,500.
- Service Award payments to the Class Representatives, not to exceed \$20,000.
- Plaintiffs' Counsel's attorney's fees of up to thirty-five percent of the Gross Settlement Amount.
- Plaintiffs' Counsel's costs in connection with the Class Action, up to \$25,000
- Payment to the California Labor & Workforce Development Agency in the amount of \$30,000.

Any amount not awarded by the Court in Settlement Administrator fees, Service Award payments, attorneys' fees or costs will be added to the Net Common Fund. Any uncashed Class Member Payments and any uncashed PAGA Penalty Payments will revert to the State of California, Unclaimed Property Division, in the name of the corresponding Class Member(s). Please note that, while the Court has preliminarily approved of this Class Action Settlement, this Settlement is still subject to final approval by the Court.

9. Who is a Participating Class Member? | Who is a PAGA Group Member

A Class Member who does not request to be excluded from the settlement is a "Participating Class Member" and will receive a portion of the Net Common Fund. This means that if you take no action, you will be a Participating Class Member. All Participating Class Members are entitled to receive their Class Member Payment.

A "PAGA Group Member" is a Class Member who worked as an hourly non-exempt employee at a Tropicale Foods Location at any time from January 8, 2021 through January 28, 2024 (the "PAGA Period"). If you are a PAGA Group Member, even if you request to be excluded from the Settlement, you will still be entitled to receive your PAGA Penalty Payment.

10. How will Participating Class Members Be Paid? | How Will A PAGA Group Member Be Paid?

For Participating Class Members, each Participating Class Member will receive a pro-rata share of the Net Common Fund based on the number of weeks worked by that Participating Class Member during the Class Period as a ratio of the total number of weeks worked credited to all Participating Class Members during the Class Period. This pro-rata share is called a “Class Member Payment.” If a Class Member opts out of the Settlement, his or her Class Member Payment will be redistributed and paid out to the other Participating Class Members.

For PAGA Group Members, each PAGA Group Member will receive a pro-rata share of \$10,000 based on the number of weeks worked by that PAGA Group Member during the PAGA Period as a ratio of the total number of weeks worked credited to all PAGA Group Members during the PAGA Period. This pro-rata share is called a “PAGA Penalty Payment.”

The total amount of settlement money payable to a Class Member under the Settlement is called an “Individual Settlement Payment.” If you are both a Participating Class Member and a PAGA Group Member, your Individual Settlement Payment will include both a Class Member Payment and a PAGA Penalty Payment. Individual Settlement Payments will be issued after the Court grants final approval to the Settlement.

11. How much is my Individual Settlement Payment?

Your anticipated approximate Individual Settlement Payment is listed on the Notice of Estimated Individual Settlement Payment, which you are receiving with this Notice. The exact amount of the Individual Settlement Payment could vary, up or down, depending upon various factors, including among others (1) whether any Class Members dispute the number of weeks credited to them; and (2) whether any additions or deletions are made to the number of Class Members. One-quarter of your Class Member Payment will be treated as W-2 wages. Three-quarters of your Class Member Payment will be paid on a 1099 basis for interest and penalties. Your PAGA Penalty Payment will be treated as 100% penalties and paid on a 1099 basis.

You are entitled to dispute the number of weeks worked that is reported on the enclosed Notice of Estimated Individual Settlement Payment. To submit a valid dispute, you must: (1) complete Section B on the enclosed Notice of Estimated Individual Settlement Payment; (2) provide your name, the date and your signature on the Notice of Estimated Individual Settlement Payment in the spaces specified; and (3) mail the Notice of Estimated Individual Settlement Payment to the Settlement Administrator so that it is **postmarked no later than [REDACTED], 20__**. Any dispute that is postmarked later than [REDACTED], 20__, will be late and invalid and will result in the Class Member being bound by the work weeks and employment status stated in his or her Notice of Estimated Individual Settlement Payment.

12. How will Class Member weeks worked be calculated?

A Class Member will be given credit only for the period of time that the Class Member worked at a Tropicale Foods Location as a non-exempt employee during the Class Period. A Class Member’s weeks worked will be rounded up or down to the nearest hundredth decimal place.

13. How much will the Class Representatives be paid?

Subject to Court approval, Plaintiffs Danny Wattle and Cristina Bravo will each be paid up to \$10,000 each for their service as Class Representatives and for their general release of all known and unknown claims. They will also receive their Individual Settlement Payments.

14. How will the attorneys for the Class be paid?

The attorneys for the Plaintiffs and Class Members will be paid from the Gross Settlement Amount. The attorneys will ask the Court for up to an estimated maximum of \$514,500 (thirty-five percent of the Gross Settlement Amount) for their fees, and up to \$25,000 for their costs. The actual amounts will be determined by the Court.

YOUR RIGHTS AND OPTIONS

15. OPTION #1: *DO NOTHING AND BE MAILED A PAYMENT.*

BY TAKING NO FURTHER ACTION, YOU WILL AUTOMATICALLY BE CONSIDERED A PARTICIPATING CLASS MEMBER AND WILL BE MAILED AN INDIVIDUAL SETTLEMENT PAYMENT BY THE SETTLEMENT ADMINISTRATOR TO YOUR LAST KNOWN HOME ADDRESS. YOU ALSO WILL BE RELEASING THE CLAIMS DESCRIBED IN SECTION 19 BELOW.

To ensure receipt of your Individual Settlement Payment, you must notify the Settlement Administrator of any changes to your mailing address by calling the phone number in the footer and/or at the end of this Notice.

16. OPTION #2: *REMAIN A CLASS MEMBER AND OBJECT TO THE SETTLEMENT.*

If you wish to remain a Class Member, but you object to the proposed Settlement (or any of its terms) and want the Court to consider your objection at the Final Fairness Hearing, you must mail a written objection to the Settlement Administrator. (No attorneys' fees will be paid by Defendants for your counsel's appearance at the Final Fairness Hearing.) To be valid, your objection must be in writing, contain your name, state the basis for your objection, be signed by you, and be mailed to the Settlement Administrator so that it is **postmarked no later than** [REDACTED], 20__. The address of the Settlement Administrator appears in Section 23 of this notice. Unless the Court allows otherwise in its discretion, any Class Member who does not mail his/her objection to the Settlement Administrator within the time provided above will be precluded from making any objections to the Settlement in writing or in person.

17. OPTION #3: *EXCLUDE YOURSELF FROM THE CLASS.*

If you exclude yourself from the Class -- which is sometimes called "opting out" of the Class -- you will not get any Class Member Payment from the settlement. You will not be permitted to object to the Class settlement, but you will retain the right to bring your own individual claims against Defendants.

You may request exclusion by submitting the enclosed Exclusion Request Form to the Settlement Administrator. To be valid, your Exclusion Request Form must contain your name and address, be dated and signed by you, and be mailed to the Settlement Administrator so that it is **postmarked no later than** [REDACTED], 20__. Any Exclusion Request Form that it is postmarked later than [REDACTED], 20__, will be late and invalid, and it will result in the Class Member being bound to the terms of the Settlement.

Please note that if you are a PAGA Group Member and you submit a request for exclusion, you will still release the PAGA Claims discussed below, and you will still be entitled to receive your PAGA Penalty Payment. A PAGA Group Member cannot exclude themselves from the settlement of the PAGA Claims. The PAGA Claims are not individual claims, but rather claims brought on behalf of the State of California.

18. Will my decision whether to participate in the Settlement affect my employment with Defendants?

No. Defendants are prohibited by law from retaliating against any employee for participating in this Settlement.

19. What claims will be released by the Settlement?

When the Court grants final approval of this Settlement, all Class Members who did not timely submit a valid Exclusion Request Form will be deemed to have fully, finally, and forever released the “Released Parties” from all claims, causes of action, and forms of relief during the Class Period which are asserted in the Complaint or that could have been asserted based on the facts and allegations made in the Complaint. This release includes claims for alleged unpaid wages, minimum wages, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, sick pay, timely payment of wages at separation, wage statements, meal periods and meal period premiums, rest breaks and rest break premiums, unreimbursed expenses, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, declaratory relief, statutory penalties of any nature (including but not limited to waiting-time penalties), interest, fees, and costs, and includes claims under or for violation of California Labor Code sections 200, 201, 202, 203, 204, 208, 210, 218, 218.6, 226, 226.3, 226.7, 246, 247.5, 256, 432, 510, 512, 558, 558.1, 1174, 1174.5, 1182, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1198.5, 1199, 2802, and 2810.3, claims for violation of all similar provisions or requirements of local or California law (including the provisions of the California Code of Regulations, the California Industrial Welfare Commission Wage Orders, the General Minimum Wage Order, and Business & Professions Code §§ 17200 et seq.), claims for violations of all similar provisions or requirements of federal law (including 29 U.S.C. § 206, 207, and 216), as well as all other claims under local, state, or federal law arising out of the facts and allegations in the Complaint, which the Class and/or any Class Member has ever had, or hereafter may claim to have, for the Class Period. These claims are referred to as the “Covered Claims.”

The “Complaint” means the First Amended Complaint filed in the Class Action on May 13, 2024. The “Released Parties” means (i) Defendants; (ii) each of Defendants’ respective past, present and future parents, subsidiaries, and affiliates including, without limitation, any corporation, limited liability company, or partnership (including Tropical Foods, Inc.); (iii) the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing, including, but not limited to, temporary agencies.

When the Court grants final approval of this Settlement, all PAGA Group Members will be deemed to have fully, finally, and forever released the Released Parties from any all claims and forms of relief under PAGA during the PAGA Period which are asserted in the Complaint or that could have been asserted based on the facts and allegations made in the Complaint. This release includes PAGA civil penalty claims for alleged unpaid wages, minimum wages, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, sick pay, timely payment of wages at separation, wage statements, meal periods and meal period premiums, rest breaks and rest break premiums, and unreimbursed expenses, and includes all PAGA civil penalty claims and PAGA relief under or for violation of California Labor Code sections 200, 201, 202, 203, 204, 208, 210, 218, 218.6, 226, 226.3, 226.7, 246, 247.5, 256, 432, 510, 512, 558, 558.1, 1174, 1174.5, 1182, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1198.5, 1199, 2802, and 2810.3, as well as all other PAGA claims arising out of the facts and allegations in the Complaint. These claims are referred to as the “PAGA Claims.”

20. What will happen at the Final Fairness Hearing?

A Final Fairness Hearing will be held on [REDACTED], at [REDACTED] in Department 23 of the Stanislaus County Superior Court, located at 801 10th Street, Modesto, CA 95354. The Court will determine: (i) whether the lawsuit should be finally certified as a class action solely and exclusively for settlement purposes; (ii) whether the settlement should be given the Court’s final approval as fair, reasonable, adequate, and in the best interests of the Class Members; (iii) the amount of the attorneys’ fees and costs awarded to Class Counsel; (iv) the amount of administrator

fees awarded to the Settlement Administrator; and (v) the amount awarded to Plaintiffs for their class representative services.

At the Final Fairness Hearing, the Court will hear all properly-submitted objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. Please note that the Court may continue the Final Fairness Hearing to a later date without notice to the Class. For updated information, including any changes in the date of the Final Fairness Hearing, please contact the Settlement Administrator.

21. Should I get my own lawyer in this case?

The Court has approved Gabriel Pimentel and Yesenia Rodriguez of Pimentel Law, P.C., and John M. Scheppach of Scheppach Bauer PC as Class Counsel. Class Counsel represents you and all Class Members in the Class Action. You also have the right to hire an attorney (at your own cost) to represent you, or to enter an appearance and represent yourself.

GETTING MORE INFORMATION

22. Who are the attorneys representing the Class

Attorneys For Plaintiffs And The Class Members Are:

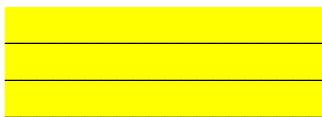
PIMENTEL LAW, P.C.
Gabriel J. Pimentel, Esq.
Yesenia Rodriguez, Esq.
30 N. Raymond, Suite 211
Pasadena, CA 91103
Tel: (626) 765-9800

SCHEPPACH BAUER PC
John M. Scheppach, Esq.
23181 Verdugo Drive, Suite 105-A
Laguna Hills, CA 92653
Tel: (949) 209-8880

23. Who is the Settlement administrator?

The Settlement Administrator is Atticus Administration, LLC. The Settlement Administrator can be contacted at:

Wattle, et al. v. PLM Operations LLC, et al.
c/o Atticus Administration



24. How can I get more information?

If you would like more information or have questions, you may:

- Contact the attorneys for Plaintiffs and the Class Members (see contact information listed above).
- Contact the Settlement Administrator (see contact information listed above).
- Visit the website of Stanislaus County Superior Court ([www. https://www.stanislaus.courts.ca.gov/](https://www.stanislaus.courts.ca.gov/)) and click on the “Case Index Lookup” field. Thereafter, you will need to click “Public Portal and Traffic Payments” and then, under the “SEARCH” field, click “CASE INFORMATION.” You will then land on a page where you can enter the case number (CV-22-001613) under the “CASE NUMBER SEARCH” field. After you enter the case number, click “Search.” It will take you to a new page where you can see information about this case.

PLEASE DO NOT CONTACT THE COURT, DEFENDANTS, OR DEFENDANTS’ ATTORNEYS ABOUT THIS NOTICE.

EXHIBIT B

NOTICE OF ESTIMATED INDIVIDUAL SETTLEMENT PAYMENT

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF STANISLAUS

DANNY LEE WATTLE, an individual,
CRISTINA BRAVO, an individual, on behalf
of themselves and all others similarly situated,

Plaintiff,

vs.

PLM OPERATIONS LLC, a Delaware limited
liability company, TROPICALE FOODS, LLC,
a California limited liability company, f/k/a
TROPICALE FOODS, INC., TRINITY
PERSONNEL, INC., a California corporation;
and DOES 1 through 25, inclusive.

) CASE NO. CV-001613

) ASSIGNED FOR ALL PURPOSES TO:

) HON. JOHN D. FREELAND

) DEPT 23

) **NOTICE OF ESTIMATED INDIVIDUAL
SETTLEMENT PAYMENT**

TO CLASS MEMBER <NAME>:

A. YOUR ESTIMATED SETTLEMENT AMOUNT.

All Class Members who do not submit a timely and valid Request For Exclusion are entitled to receive a pro-rata share of the Net Common Fund, which is called a “Class Member Payment.” Your Class Member Payment is based on the number of weeks you worked at a Tropicale Foods Location in California as an hourly non-exempt employee during the Class Period. Capitalized terms are defined in the Notice Of Class Action Settlement.

In addition, all PAGA Group Members are entitled to receive a pro-rata share of \$10,000, which is called a “PAGA Penalty Payment.” Your PAGA Penalty Payment (if applicable) is based on the number of weeks you worked at a Tropicale Foods Location in California as a non-exempt hourly employee during the PAGA Period.

If you are both a Participating Class Member and a PAGA Group Member, you are eligible for both a Class Member Payment and a PAGA Penalty Payment. Your estimated Class Member Payment and (if applicable) your PAGA Penalty Payment are reflected below.

Your Estimated Class Member Payment. Defendants’ records show that you worked a total of and were credited with [est. amount] workweeks as a Class Member during the Class Period, which means you will receive a Class Member Payment in an amount currently estimated to be: \$[est. amount], less applicable taxes and payroll deductions. You may have worked at a Tropicale Foods Location prior to the Class Period, but that time is not included for purposes of this Settlement. If your employment was terminated (voluntarily or involuntarily) during the Class Period, your workweeks stated above includes one (1) additional week as consideration for alleged statutory penalties under Labor Code § 203.

Based on information available to Defendants, your employment at a Tropicale Foods Location [was or was not] terminated during the Class Period.

Your Estimated PAGA Penalty Payment. Defendants’ records show that you worked and were credited with a total of [est. amount] workweeks as a PAGA Group Member during the PAGA Period, which

means you will receive a PAGA Penalty Payment in an amount currently estimated to be: \$[est. amount]. If your employment was terminated (voluntarily or involuntarily) during the PAGA Period, your weeks stated above includes one (1) additional week as consideration for alleged civil penalties arising under Labor Code § 203.

Based on information available to Defendants, your employment at a Tropicale Foods Location [was or was not] terminated during the PAGA Period.

Your Payment(s) Reflected Above Is An Estimate. The exact amount of your Individual Settlement Payment could vary depending on certain factors. Your total payment will be definitively calculated and issued to you after final Court approval of the Settlement.

B. IF YOU DISPUTE YOUR WEEKS WORKED OR EMPLOYMENT STATUS STATED ABOVE.

Complete this Section ***ONLY IF*** you dispute the information set forth in Section A above regarding your weeks worked and/or employment status as a current/former employee. To dispute your weeks worked, you must provide information establishing that the weeks worked number stated above is incorrect.

To submit a valid dispute, in the space below, you must provide your dates of employment, the number of weeks you believe you worked as an hourly non-exempt employee during the Class Period, your job position(s), and work location, and attach or enclose any credible written evidence supporting your dispute:

To submit a valid dispute, you must print your name, sign and date this form in the spaces provided below. By signing your name below you are certifying that the information you are providing to support your dispute is true and correct to the best of your knowledge. **To be considered a valid dispute, you must mail this completed document to the Settlement Administrator at the address listed below so that it is postmarked no later than [DATE].** Please include in your mailing any record you have that supports your dispute.

C. TO RECEIVE MONEY FROM THE SETTLEMENT YOU DO NOT NEED TO TAKE ANY ACTION OR SUBMIT THIS FORM.

If you do not want to dispute the number of weeks worked being credited to you, you do not need to take any further action to be eligible for an Individual Settlement Payment. An Individual Settlement Payment will be mailed to you after the Settlement goes into effect.

UNLESS YOU ARE DISPUTING YOUR WEEKS WORKED INFORMATION SPECIFIED ABOVE, YOU DO NOT NEED TO TAKE ANY ACTION.

To submit a dispute, return this completed form BY FIRST CLASS U.S. MAIL TO:

Wattle, et al. v. PLM Operations LLC, et al.
c/o Atticus Administration

Print Name: _____

Signature: _____ Date: _____

EXHIBIT C

EXCLUSION REQUEST FORM

Wattle, et al. v. PLM Operations LLC, et al.
Superior Court of California, County of Stanislaus

SUBMIT THIS FORM ONLY IF YOU WISH TO BE EXCLUDED FROM PARTICIPATING IN THE CLASS ACTION SETTLEMENT

By signing and returning this form, I represent that it is my desire to exclude myself from participating in the Settlement of the Class Action entitled *Wattle, et al. v. PLM Operations LLC, et al.*, assigned Stanislaus County Superior Court Case Number CV-001613.

Please note: Any person who submits this form will not receive a Class Member Payment. However, if you are a PAGA Group Member, you will still be entitled to your PAGA Penalty Payment, and you will release the PAGA Claims even if you submit this form.

Name (Please Print): _____
(First) (Middle) (Last)

Address: _____
(Street)

(City) (State) (Zip)

Dated: _____ Signature: _____

TO BE VALID, THIS FORM MUST BE POST-MARKED NO LATER THAN _____, 20__, AND MAILED TO THE SETTLEMENT ADMINISTRATOR AT:

Wattle, et al. v. PLM Operations LLC, et al.
c/o Atticus Administration

EXHIBIT D

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Attorneys for Plaintiff, CRISTINA BRAVO,
on behalf of herself and all others similarly situated

[ADDITIONAL COUNSEL LISTED ON NEXT PAGE]

SUPERIOR COURT OF CALIFORNIA

COUNTY OF STANISLAUS

DANNY LEE WATTLE, an individual,
CRISTINA BRAVO, an individual, on
behalf of themselves and all others
similarly situated,

Plaintiff,

vs.

PLM OPERATIONS LLC, a Delaware
limited liability company, TROPICALE
FOODS, LLC, a California limited liability
company, f/k/a TROPICALE FOODS,
INC., TRINITY PERSONNEL, INC., a
California corporation; and DOES 1
through 25, inclusive.

Case No.: CV-22-001613

ASSIGNED FOR ALL PURPOSES TO:
John D. Freeland
Department 23

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Complaint Filed: April 12, 2022
First Am. Complaint Filed: May 13, 2024
Trial Date: None Set

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18 TRINITY PERSONNEL, INC.

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1 **THE COURT FURTHER FINDS AS FOLLOWS:**

2 1. The Court finds on a preliminary basis that the Settlement Agreement,
3 incorporated by this reference and made a part of this Order Granting Preliminary Approval,
4 is within the range of reasonableness of a settlement that could ultimately be given final
5 approval by this Court. The Court preliminarily finds that the terms of the Settlement are
6 fair, reasonable, and adequate, pursuant to Section 382 of the California Code of Civil
7 Procedure.

8 2. The Court notes that Defendants Tropicale Foods, LLC, PLM Operations
9 LLC, and Trinity Personnel, Inc. (“Defendants”) have agreed to a cash settlement and to
10 create a Common Fund from which all disbursements under the Settlement are to be paid.

11 3. The Court finds that the elements of numerosity, commonality, typicality, and
12 adequacy have been established to support conditional certification of the Class for
13 settlement purposes, with Plaintiffs acting as Class Representatives.

14 4. The Court hereby appoints, for settlement purposes, Plaintiffs Danny Lee
15 Wattle and Cristina Bravo as Class Representatives. The Court further finds that Grabriel J.
16 Pimentel and Yesenia Rodriguez of Pimentel Law, P.C., and John M. Scheppach of
17 Scheppach Bauer PC, have established adequacy to be appointed as Class Counsel, and they
18 are hereby appointed as Class Counsel.

19 5. The Class provisionally certified by this Order for settlement purposes
20 includes all current and former non-exempt employees who worked at a Tropicale Foods
21 Location in California as an hourly non-exempt employee at any time from April 12, 2018
22 through January 28, 2024.

23 6. The Court finds that the proposed manner of notice is adequate.

24 7. The Court approves Atticus Administration, LLC to serve as the Settlement
25 Administrator.

26 8. The Court approves the proposed “Notice Packet,” consisting of the Class
27 Notice (Exhibit A to the Settlement), the Notice of Estimated Individual Settlement Payment
28 (Exhibit B to the Settlement), and the Exclusion Request Form (Exhibit C to the Settlement),

1 and orders them to be mailed to Class Members in English and Spanish.

2 9. The Court finds that the Class Notice constitutes the best notice practicable
3 under the circumstances and is in compliance with the laws of the State of California and, to
4 the extent applicable, the United States Constitution and the requirements of due process.
5 The Court further finds that the Class Notice fully and accurately informs Class Members
6 of all material elements of the proposed Class Action Settlement, of each Class Member's
7 right to be excluded from the Class, and each Class Member's right and opportunity to object
8 to the proposed Class Action Settlement. The Class Notice adequately advises the Class
9 about:

- 10 A. the Class Action;
11 B. the Settlement terms and the benefits available to each Class Member;
12 C. each Class Member's right to object and/or "opt out," and the timing
13 and procedures for doing so;
14 D. the conditional certification of the Class for settlement purposes only;
15 E. preliminary Court approval of the proposed Settlement;
16 F. timing and procedures for distributing the settlement funds; and
17 G. the date of the Final Fairness Hearing, as well as the rights of members
18 to submit objections and appear in connection with said hearing.

19 Accordingly, the Court hereby approves the proposed notices to the Class and finds
20 that mailing to the last known address of members of the Class, as specifically described
21 within the Settlement Agreement, constitutes an effective method of notifying Class
22 Members of their rights with respect to the Class Action and proposed Settlement.

23 **THE COURT FURTHER ORDERS AS FOLLOWS:**

24 10. Defendants shall, within fourteen (14) calendar days after this signed Order
25 Granting Preliminary Approval is filed, provide the Settlement Administrator with the Class
26 List as defined in the Settlement.

27 11. After receiving the Class List, and within twenty-one (21) calendar days after
28 this Order is signed, the Settlement Administrator shall update all addresses using the

1 National Change of Address System (NCOA) and mail to all Class Members, via first-class
2 United States Mail, the Notice Packet. The envelope that the Notice Packet is mailed in will
3 clearly state that it concerns a class action and the recipient could be entitled to a cash
4 payment. In the event of returned or non-deliverable Notice Packets, the Settlement
5 Administrator will make reasonable efforts to locate Class Members and re-send the Notice
6 Packet, if possible. In the event of returned or non-deliverable Notice Packets, the
7 Settlement Administrator will make reasonable efforts to locate Class Members through
8 skip-tracing services offered by publicly-available databases and, if possible, will re-send
9 the Notice Packet to the best available address after performing the skip-tracing. It will be
10 conclusively presumed that a Class Member's Notice Packet was received if the Notice
11 Packet has not been returned within forty-five (45) days of the mailing of the Notice Packet
12 to the Class Member.

13 12. Any Exclusion Request Form must be postmarked no later than forty-five (45)
14 days after the Notice Packet is first mailed to the Class Member ("Response Deadline") and
15 must be received by the Settlement Administrator to be valid.

16 13. Any dispute submitted by a Class Member regarding their status of
17 employment or number of weeks worked credited to that Class Member under the Settlement
18 must be postmarked no later than forty-five (45) days after the date when the Notice Packet
19 is first mailed to the Class Member and must be received by the Settlement Administrator to
20 be considered. The Settlement Administrator must review all disputes with the Parties in
21 accordance with the terms of the Settlement. The Settlement Administrator must send each
22 Class Member written notice of the decision regarding his or her dispute. The Class Member
23 shall have seven (7) calendar days after the date the written notice of the decision is
24 postmarked to opt out of the Settlement by mailing a Request For Exclusion to the Settlement
25 Administrator. If, within that seven (7) calendar day time period, the Class Member does
26 not mail a valid Request for Exclusion to the Settlement Administrator, the Class Member
27 shall be deemed a Participating Class Member and will be paid in accordance with the Class
28 Member's weeks worked as noted in the written notice of the decision.

1 14. Objections, if any, to the Settlement by a Class Member shall be mailed to the
2 Settlement Administrator no later than forty-five (45) days after the Notice Packet is first
3 mailed to the Class Member. Any such objection must contain the Class Member's name,
4 the basis for their objection to the Settlement, and their signature.

5 15. In the event that a Notice Packet is re-mailed to a Class Member because the
6 first one was undeliverable, the Class Member shall have an additional fourteen (14)
7 calendar days beyond the Response Deadline to submit a valid opt-out, dispute, and/or
8 objection to the Settlement.

9 16. Class Members do not have to submit any Claim Forms since this is not a
10 claims-made settlement.

11 17. The Final Fairness Hearing shall be held at _____ on _____,
12 in Department 23 of the Stanislaus County Superior Court, located at 801 10th Street,
13 Modesto, CA, 95354, to consider the fairness, adequacy and reasonableness of the
14 Settlement preliminarily approved by this Order Granting Preliminary Approval, and to
15 consider the request of Class Counsel for an award of attorneys' fees and costs, and the Class
16 Representatives' Enhancements. The Court may continue the Final Fairness Hearing to
17 another date at its discretion.

18 18. No later than twenty (20) days before the Final Fairness Hearing, the
19 Settlement Administrator shall provide to counsel for the Parties a Declaration confirming
20 that the Notice Packets have been disseminated in accordance with this Order Granting
21 Preliminary Approval and including a complete list of all individuals who have timely
22 requested exclusion from the Class (opt-outs), and any objections to the Settlement. Class
23 Counsel shall file the Declaration with the Court as part of the Motion for Final Approval.

24 19. Any Party to this case, including any Class Member who has not submitted a
25 valid and timely Request for Exclusion, may be heard in support of, or in opposition to, the
26 Court's determination of the good faith, fairness, reasonableness and adequacy of the
27 Settlement, the requested attorney's fees and costs, the requested Class Representatives'
28 Enhancements, and any Order Granting Final Approval regarding such Settlement, fees,

1 costs and Enhancements; provided, however, that no person, except Class Counsel and
2 counsel for Defendants, shall be heard regarding such matters unless such person has
3 complied with the conditions set forth in the Class Notice or as the Court otherwise allows
4 in its discretion.

5 20. All briefs and materials in support of an Order Granting Final Approval and a
6 request for attorney's fees and costs and the Class Representatives' Service Awards shall be
7 filed with this Court no later than ten (10) court days before the date set for the Final Fairness
8 Hearing. Likewise, response briefs, if any, in opposition to objections shall be filed with
9 this Court no later than ten (10) court days before the Final Fairness Hearing.

10 21. Pending further order of this Court, all proceedings in this matter except those
11 contemplated herein and in the Settlement Agreement are stayed.

12 The Court expressly reserves the right to adjourn or continue the Final Fairness
13 Hearing from time to time without further notice to the Class.

14 **IT IS SO ORDERED.**

15
16 Dated: _____

Judge of the Superior Court of California

EXHIBIT E

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Attorneys for Plaintiff, CRISTINA BRAVO,
on behalf of herself and all others similarly situated

[ADDITIONAL COUNSEL LISTED ON NEXT PAGE]

SUPERIOR COURT OF CALIFORNIA

COUNTY OF STANISLAUS

DANNY LEE WATTLE, an individual,
CRISTINA BRAVO, an individual, on
behalf of themselves and all others
similarly situated,

Plaintiff,

vs.

PLM OPERATIONS LLC, a Delaware
limited liability company, TROPICALE
FOODS, LLC, a California limited liability
company, f/k/a TROPICALE FOODS,
INC., TRINITY PERSONNEL, INC., a
California corporation; and DOES 1
through 25, inclusive.

Case No.: CV-22-001613

ASSIGNED FOR ALL PURPOSES TO:
John D. Freeland
Department 23

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING
JUDGMENT THEREON**

Complaint Filed: April 12, 2022
First Am. Complaint Filed: May 13, 2024
Trial Date: None Set

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18 TRINITY PERSONNEL, INC

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ORDER GRANTING FINAL APPROVAL AND
ENTERING JUDGMENT THEREON

This matter came on for hearing on _____ in Department 23 of the above-captioned court on the unopposed Motion for Final Approval of the Class Action Settlement.

Having considered the Stipulation And Agreement For Class Action And PAGA Settlement (the “Settlement Agreement” or “Settlement”) which is attached as **Exhibit “1”** to the Memorandum filed in Support of the Motion for Final Approval; having granted preliminary approval of the same and conditional certification of the Class for settlement purposes only on _____; having entered an Order directing that the Notice Packet be mailed to the Class; having conducted a hearing regarding whether the Settlement should be granted final approval; having considered the submissions filed by the respective Parties; and good cause appearing therefor; the Court

HEREBY ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

1. The Court has jurisdiction over Plaintiffs Danny Wattle and Cristina Bravo (“Plaintiffs”), Defendants Tropicale Foods, LLC, PLM Operations LLC, and Trinity Personnel, Inc. (“Defendants”), and the subject matter of the action.

2. The Court hereby GRANTS final approval of the Settlement upon the terms and conditions set forth in the Settlement Agreement, including the definition of the Class and the Class Period as stated below. The Court finds that the Settlement terms are fair, reasonable, and adequate, pursuant to Section 382 of the California Code of Civil Procedure.

3. The following definitions, as provided in the Settlement, shall apply herein:

A. “**Class,**” “**Class Member(s),**” “**Settlement Class,**” or “**Settlement Class Member(s)**” means all current and former non-exempt employees who worked at a Tropicale Foods Location in California as an hourly non-exempt employee at any time from April 12, 2018 through January 28, 2024.

B. “**Class Period**” means April 12, 2018, through and including January 28, 2024.

1 C. **“Complaint”** means the First Amended Complaint filed by Plaintiffs
2 on May 13, 2024 in the Class Action. The term “Complaint” includes the attachments to the
3 First Amended Complaint.

4 D. **“Covered Claims”** and **“Released Claims”** means all claims, causes
5 of action, and forms of relief during the Class Period which are asserted in the Complaint or
6 that could have been asserted based on the facts and allegations made in the Complaint. This
7 release includes claims for alleged unpaid wages, minimum wages, hours worked, overtime
8 or double time wages, regular rate of pay, bonus and incentive pay, sick pay, timely payment
9 of wages at separation, wage statements, meal periods and meal period premiums, rest
10 breaks and rest break premiums, unreimbursed expenses, unfair competition, unfair business
11 practices, unlawful business practices, fraudulent business practices, declaratory relief,
12 statutory penalties of any nature (including but not limited to waiting-time penalties),
13 interest, fees, and costs, and includes claims under or for violation of California Labor Code
14 sections 200, 201, 202, 203, 204, 208, 210, 218, 218.6, 226, 226.3, 226.7, 246, 247.5, 256,
15 432, 510, 512, 558, 558.1, 1174, 1174.5, 1182, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1,
16 1198, 1198.5, 1199, 2802, and 2810.3, claims for violation of all similar provisions or
17 requirements of local or California law (including the provisions of the California Code of
18 Regulations, the California Industrial Welfare Commission Wage Orders, the General
19 Minimum Wage Order, and Business & Professions Code §§ 17200 et seq.), claims for
20 violations of all similar provisions or requirements of federal law (including 29 U.S.C. §
21 206, 207, and 216), as well as all other claims under local, state, or federal law arising out
22 of the facts and allegations in the Complaint, which the Class and/or any Class Member has
23 ever had, or hereafter may claim to have, for the Class Period. The Covered Claims do not
24 include any claims under PAGA, as such claims are covered by a separate release in this
25 Agreement.

26 E. **“PAGA Claims”** means all claims and forms of relief under PAGA
27 during the PAGA Period which are asserted in the Complaint or that could have been
28 asserted based on the facts and allegations made in the Complaint. This release includes

1 PAGA civil penalty claims for alleged unpaid wages, minimum wages, hours worked,
2 overtime or double time wages, regular rate of pay, bonus and incentive pay, sick pay, timely
3 payment of wages at separation, wage statements, meal periods and meal period premiums,
4 rest breaks and rest break premiums, and unreimbursed expenses, and includes all PAGA
5 civil penalty claims and PAGA relief under or for violation of California Labor Code
6 sections 200, 201, 202, 203, 204, 208, 210, 218, 218.6, 226, 226.3, 226.7, 246, 247.5, 256,
7 432, 510, 512, 558, 558.1, 1174, 1174.5, 1182, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1,
8 1198, 1198.5, 1199, 2802, and 2810.3, as well as all other PAGA claims arising out of the
9 facts and allegations in the Complaint.

10 F. **“PAGA Group”** and **“PAGA Group Members”** means all Class
11 Members who worked as an hourly non-exempt employee at a Tropicale Foods Location in
12 California at any time during the PAGA Period.

13 G. **“PAGA Period”** means January 8, 2021 through January 28, 2024.

14 H. **“Participating Class Member”** means any Class Member who does
15 not timely submit a Request for Exclusion.

16 I. **“Released Parties”** means (i) Defendants; (ii) each of Defendants’
17 respective past, present and future parents, subsidiaries, and affiliates including, without
18 limitation, any corporation, limited liability company, or partnership (including Tropical
19 Foods, Inc.); (iii) the past, present and future shareholders, directors, officers, agents,
20 employees, attorneys, insurers, members, partners, managers, contractors, agents,
21 consultants, representatives, administrators, fiduciaries, benefit plans, transferees,
22 predecessors, successors, and assigns of any of the foregoing; and (iv) any individual or
23 entity which could be jointly liable with any of the foregoing, including, but not limited to,
24 temporary agencies.

25 J. **“Tropicale Foods Location”** means any facility in California operated
26 by Tropicale Foods, LLC or PLM Operations LLC, at which one or more Class Members
27 worked during the Class Period.

28 4. The Court has determined that the Notice Packet fully and accurately informed

1 all Class Members of the material elements of the Settlement, constituted the best notice
2 practicable under the circumstances, and constituted valid, due and sufficient notice to all
3 Class Members.

4 5. The Court hereby grants final approval of the Settlement as fair, reasonable
5 and adequate.

6 6. The Court approves the non-reversionary settlement amount of One Million
7 Four Hundred And Seventy Thousand Dollars and Zero Cents (\$147,000.00) (the “Gross
8 Settlement Fund”) established to fund the Settlement as fair, reasonable, and adequate.

9 7. The Court approves the payment for Settlement Administration Costs incurred
10 by Atticus Administration, LLC in the amount of \$_____ to be paid from the Gross
11 Settlement Fund as provided in the Settlement Agreement.

12 8. The Court approves Service Awards to the Class Representatives in the
13 amount of \$10,000 to Plaintiff Danny Wattle and \$10,000 to Plaintiff Cristina Bravo, to be
14 paid from the Gross Settlement Fund as provided in the Settlement Agreement.

15 9. The Court approves the payment of \$30,000 to the California Labor &
16 Workforce Development Agency (“LWDA”) to be paid from the Gross Settlement Fund.

17 10. The Court approves the payment of attorneys’ fees to Class Counsel from the
18 Gross Settlement Fund in the total amount of \$_____, with \$_____ payable to
19 Pimentel Law, P.C. and \$_____ payable to Scheppach Bauer PC.

20 11. The Court approves the payment of costs to Class Counsel from the Gross
21 Settlement Fund in the total amount of \$_____, with \$_____ payable to Pimentel Law,
22 P.C. and \$_____ payable to Scheppach Bauer PC.

23 12. The Court hereby directs Defendants to fund the Settlement in accordance with
24 the terms of, and by the deadlines supplied in, the Settlement.

25 13. The Court hereby directs the Settlement Administrator to make all
26 disbursements in accordance with the terms of, and by the deadlines supplied in, the
27 Settlement Agreement.

28 14. As set forth in the Settlement Agreement, the Settlement Administrator will

1 prepare and mail settlement checks for each Participating Class Member and PAGA Group
2 Member in the amount of his or her Individual Settlement Payment. The checks will indicate
3 on their face that they are void if not negotiated within one hundred and eighty (180) days
4 of their issuance. In the event a settlement check is returned to the Settlement Administrator
5 with a forwarding address, the settlement check will be forwarded to the forwarding address.
6 In the event a settlement check is returned to the Settlement Administrator without a
7 forwarding address or is otherwise undeliverable, the Settlement Administrator will use
8 reasonable efforts to search for a better address and re-mail the returned check, if possible.
9 If the search does not provide a better address, or the settlement check is ultimately returned
10 without a forwarding address, neither Defendants, Class Counsel nor the Settlement
11 Administrator shall be required to take further action to achieve delivery of the check to the
12 Class Member. If within the 180-day period the Class Member contacts the Settlement
13 Administrator, or if Class Counsel does so on his or her behalf, the settlement check will be
14 reissued and mailed to the address the Class Member (or Class Counsel) provides. Any such
15 reissued settlement checks will indicate on their face that they are void if not negotiated
16 within one hundred and eighty (180) days of their issuance.

17 15. Any monies not able to be delivered to a Class Member after one address
18 follow-up on returned mail and any settlement checks not cashed within one hundred and
19 eighty (180) days of issuance will escheat to the State of California, Unclaimed Property
20 Division, in the name of the corresponding Class Member.

21 16. Any Class Member who submitted a valid and timely Request for Exclusion
22 shall no longer be a Class Member, shall not be bound by the Settlement, shall have no right
23 to object to the Settlement, and shall receive no Class Member Payment. However, if a
24 Class Member who is a PAGA Group Member submitted a valid and timely Request For
25 Exclusion, the PAGA Group Member shall still be bound by the Settlement to the extent it
26 pertains to the PAGA Claims.

27 17. Upon the filing of this Order Granting Final Approval, Class Members who
28 did not timely exclude themselves from the Settlement will be deemed to have released the

1 Released Parties from the Released Claims, as set forth in the Settlement Agreement. Class
2 Members who did not timely object to the Settlement are barred from prosecuting or
3 pursuing any appeal of this Order Granting Final Approval. Upon the filing of this Order
4 Granting Final Approval, PAGA Group Members will be deemed to have released the
5 Released Parties from the PAGA Claims, as set forth in the Settlement Agreement. PAGA
6 Group Members who did not timely object to the Settlement are barred from prosecuting or
7 pursuing any appeal of this Order Granting Final Approval.

8 18. Neither this Order Granting Final Approval nor the Settlement shall constitute
9 an admission by Defendants of any liability or wrongdoing whatsoever, nor is this Order
10 Granting Final Approval a finding of the validity or invalidity of any claims in the action or
11 a finding of wrongdoing by Defendants herein.

12 19. Each Party will bear its own attorneys' fees and costs, except as provided for
13 in the Settlement and this order.

14 20. By signing and filing this Order Granting Final Approval, the Court decrees
15 that the Participating Class Members shall be conclusively deemed to have released and
16 forever discharged the Released Parties from all Released Claims. By signing and filing this
17 Order Granting Final Approval, the Court decrees that the PAGA Group Members shall be
18 conclusively deemed to have released and forever discharged the Released Parties from all
19 PAGA Claims.

20 21. Without affecting the finality of this Order Granting Final Approval in any
21 way, and pursuant to California Rules of Court, Rule 3.768(h), the Court reserves exclusive
22 and continuing jurisdiction over the action for purposes of supervising the implementation,
23 enforcement (CCP § 664.6), construction, administration and effectuation of the Settlement.
24 Should Defendants fail to fund the Settlement, the Court reserves the power to issue an order
25 invalidating any release set forth in the Settlement or in this Order, and negating any res
26 judicata effect of this Order.

27 22. The Court hereby sets a status conference on _____
28 at _____ in Department 23, at which time the Parties shall apprise the Court of the status

1 of the distribution of the settlement proceeds.

2 23. Notice of this executed Order Granting Final Approval Of Class Action
3 Settlement shall be posted on the Settlement Administrator's website and may be removed
4 following the status conference date set forth above.

5 **IT IS SO ORDERED, AND JUDGMENT IS HEREBY ENTERED.**

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7 Dated: _____

Judge of the Superior Court of California

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