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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
16 **IN AND FOR THE COUNTY OF HUMBOLDT**

17 CONNIE PARKS, an individual, on behalf of  
18 herself and on behalf of all persons similarly  
19 situated,

19 Plaintiff,

20 v.

21 NORTHWEST INVESTMENT CO., an  
22 unknown business entity; EUREKA  
23 NATURAL FOODS – MCKINLEYVILLE, an  
24 unknown business entity; EUREKA  
25 NATURAL FOODS, an unknown business  
26 entity; and DOES 1-50, Inclusive,

25 Defendants.

Case No.: CV2300552

[Action Filed April 6, 2023]

**STIPULATION OF SETTLEMENT OF  
CLASS AND PAGA ACTION CLAIMS  
AND RELEASE OF CLAIMS**

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is  
2 entered into by and between Plaintiff CONNIE PARKS (hereinafter “Plaintiff”), individually, on  
3 behalf of herself and on behalf of all persons similarly situated, and Defendants NORTHWEST  
4 INVESTMENT CO., EUREKA NATURAL FOODS – MCKINLEYVILLE, and EUREKA  
5 NATURAL FOODS (hereinafter “Defendants”) (together the “Parties”):

6 **I. DEFINITIONS**

- 7 A. “Action” shall mean the putative class action lawsuit designated *Connie Parks v.*  
8 *Northwest Investment Co., et al.*, Humboldt County Superior Court, Case No.  
9 CV2300552, filed April 6, 2023.
- 10 B. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of  
11 Class and PAGA Action and Release of Claims.
- 12 C. “Aggrieved Employees” means all non-exempt employees who are or previously  
13 were employed by Defendants Northwest Investment Co., Eureka Natural Foods –  
14 McKinleyville, and Eureka Natural Foods and performed work in California during  
15 the PAGA Period.
- 16 D. “Attorneys’ Expenses” means the award of expenses that the Court authorizes to be  
17 paid to Class Counsel for the expenses they have incurred of up to \$25,000.
- 18 E. “Attorneys’ Fees” means the award of fees that the Court authorizes to be paid to  
19 Class Counsel for the services they have rendered to Plaintiff and the Settlement  
20 Class in the Action, currently not to exceed one-third of the Gross Settlement  
21 Amount currently estimated to be \$366,666.67 out of \$1,100,000. Attorneys’ fees  
22 will be divided between Class Counsel as follows: 50% to JCL Law Firm, APC, and  
23 50% to Zakay Law Group, APLC.
- 24 F. “Claims Administration Expenses” shall mean the amount paid to the Settlement  
25 Administrator from the Gross Settlement Amount for administering the Settlement  
26 pursuant to this Agreement currently estimated not to exceed \$10,000.
- 27 G. “Class” or the “Class Members” means all non-exempt employees who are or  
28 previously were employed by Defendants Northwest Investment Co., Eureka Natural

1 Foods – McKinleyville, and Eureka Natural Foods and performed work in California  
2 during the Class Period.

3 H. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and  
4 Shani Zakay, Esq. of Zakay Law Group, APLC.

5 I. “Class Data” means information regarding Class Members that Defendants will in  
6 good faith compile from its records and provide to the Settlement Administrator. It  
7 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class  
8 Member’s full name; last known address; Social Security Number; start dates and end  
9 dates of employment.

10 J. “Class Period” means the period from April 6, 2019 to April 20, 2024.

11 K. “Class Representative” shall mean Connie Parks.

12 L. “Court” means the Superior Court for the State of California, County of Humboldt  
13 currently presiding over the Action.

14 M. “Defendants” shall mean Northwest Investment Co., Eureka Natural Foods –  
15 McKinleyville, and Eureka Natural Foods.

16 N. “Effective Date” means the date of final approval if no objections are filed to the  
17 settlement. If objections are filed and overruled, and no appeal is taken of the final  
18 approval order, then the effective date of final approval will be the date the Court  
19 enters the order and judgment granting final approval of the settlement. If an appeal  
20 is taken from the Court’s overruling of objections to the settlement, then the effective  
21 date of final approval will be twenty (20) days after the appeal is withdrawn or after  
22 an appellate decision affirming the final approval decision becomes final.

23 O. “Funding Date” shall mean the date by which Defendants have paid the entire Gross  
24 Settlement Amount to the Claims Administrator in accord with the terms of this  
25 Agreement.

26 P. “Gross Settlement Amount” means One Million One Hundred Thousand Dollars and  
27 Zero Cents (\$1,100,000.00) that Defendants must pay into the QSF in connection with  
28 this Settlement, inclusive of the sum of Individual Settlement Payments, Claims

1 Administration Expenses, Attorneys' Fees and Attorneys' Expenses, Service Award,  
2 and the PAGA Payment and *exclusive* of the employer's share of payroll tax, if any,  
3 triggered by any payment under this Settlement.

4 Q. "Individual Settlement Payments" means the amount payable from the Net Settlement  
5 Amount to each Settlement Class Member and excludes any amounts distributed to  
6 Aggrieved Employees pursuant to PAGA.

7 R. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less  
8 Attorneys' Fees and Attorneys' Expenses, Service Award, PAGA Payment, and  
9 Claims Administration Expenses.

10 S. "Notice Packet" means the Class Notice to be provided to the Class Members by the  
11 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other  
12 than formatting changes to facilitate printing by the Settlement Administrator).

13 T. "Operative Complaint" shall mean the First Amended Complaint on file in the Action.

14 U. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,  
15 Labor Code § 2698 *et seq.*

16 V. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period  
17 that each Aggrieved Employee worked for Defendants divided by the sum total of the  
18 Pay Periods that all Aggrieved Employees worked for Defendants during the PAGA  
19 Period.

20 W. "PAGA Payment" shall mean Fifty Thousand Dollars and Zero Cents (\$50,000.00)  
21 to be allocated from the Gross Settlement Amount, with 25% of the payment going  
22 to the Aggrieved Employees and 75% of the payment going to the Labor and  
23 Workforce Development Agency. The amount of the PAGA Payment is subject to  
24 Court approval pursuant to California Labor Code section 2699(1). Any reallocation  
25 of the Gross Settlement Amount to increase the PAGA Payment will not constitute  
26 grounds by either party to void this Agreement, so long as the Gross Settlement  
27 Amount remains the same.  
28

- 1 X. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved  
2 Employee Payment, as defined herein, means the number of pay periods of  
3 employment during the PAGA Period that each Aggrieved Employee worked for  
4 Defendants in California.
- 5 Y. "PAGA Period" means the period from February 21, 2023 to April 20, 2024.
- 6 Z. "Parties" means Plaintiff and Defendants, collectively, and "Party" shall mean either  
7 Plaintiff or Defendants, individually.
- 8 AA. "Payment Ratio" means the respective Workweeks for each Class Member divided  
9 by the sum total Workweeks for all Class Members.
- 10 BB. "Plaintiff" shall mean Connie Parks.
- 11 CC. "QSF" means the Qualified Settlement Fund established, designated, and maintained  
12 by the Settlement Administrator to fund the Gross Settlement Amount.
- 13 DD. "Released Class Claims" shall mean the release from the Class Members of all class  
14 claims alleged, or reasonably could have been alleged based on the facts alleged, in  
15 the operative complaint in the Action which occurred during the Class Period, and  
16 expressly excluding all other claims, including claims for vested benefits, wrongful  
17 termination, unemployment insurance, disability, social security, workers'  
18 compensation, and class claims outside of the Class Period.
- 19 EE. "Released PAGA Claims" shall mean the release from the Aggrieved Employees of  
20 all PAGA claims alleged in the operative complaint in the Action and Plaintiff's  
21 PAGA notice to the LWDA which occurred during the PAGA Period, and expressly  
22 excluding all other claims, including claims for vested benefits, wrongful termination,  
23 unemployment insurance, disability, social security, workers' compensation and  
24 PAGA claims outside the PAGA Period.
- 25 FF. "Released Parties" shall mean Defendants.
- 26 GG. "Response Deadline" means the date forty-five (45) calendar days after the Settlement  
27 Administrator first mails Notice Packets to Class Members and the last date on which  
28 Class Members may submit requests for exclusion or objections to the Settlement.

1 HH. “Service Award” mean an award in the amount of \$10,000.00 or in an amount that  
2 the Court authorizes to be paid to the Class Representative, in addition to her  
3 Individual Settlement Payment and her individual Aggrieved Employee Payment, in  
4 recognition of her efforts and risks in assisting with the prosecution of the Action.

5 II. “Settlement” means the disposition of the Action pursuant to this Agreement.

6 JJ. “Settlement Administrator” means Apex Class Action LLC, 18 Technology Drive,  
7 Suite 164 Irvine, CA 92618; Tel: 1-800-355-0700. The Settlement Administrator  
8 establishes, designates and maintains, as a QSF under Internal Revenue Code section  
9 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross  
10 Settlement Amount is deposited for the purpose of resolving the claims of Settlement  
11 Class Members. The Settlement Administrator shall maintain the funds until  
12 distribution in an account(s) segregated from the assets of Defendants and any person  
13 related to Defendants. *All accrued interest shall be paid and distributed to the*  
14 *Settlement Class Members as part of their respective Individual Settlement*  
15 *Payment.*

16 KK. “Settlement Class Members” or “Settlement Class” means all Class Members who  
17 have not submitted a timely and valid request for exclusion as provided in this  
18 Agreement.

19 LL. “Workweeks,” or “Workweek” as used herein shall, mean any seven (7) consecutive  
20 days beginning on Sunday and ending on Saturday, in which a Class Member is  
21 employed by Defendants during the Class Period in California.

22 **II. RECITALS**

23 A. On April 6, 2023, Plaintiff filed the Action, alleging claims for:

- 24 1. Unfair competition in violation of Cal. Bus. & Prof. Code § 17200 *et seq*;
- 25 2. Failure to pay minimum wages in violation of Cal. Lab. Code §§ 1194, 1197  
26 & 1197.1;
- 27 3. Failure to pay overtime wages in violation of Cal. Lab. Code §§ 510 *et seq*;

1 4. Failure to provide required meal periods in violation of Cal. Lab. Code §§  
2 226.7 & 512 and the applicable IWC Wage Order;

3 5. Failure to provide required rest periods in violation of Cal. Lab. Code §§ 226.7  
4 & 512 and the applicable IWC Wage Order;

5 6. Failure to provide accurate itemized statements in violation of Cal. Lab. Code  
6 § 226;

7 7. Failure to provide wages when due in violation of Cal. Lab. Code §§ 201, 202  
8 and 203;

9 8. Failure to reimburse employees for required expenses in violation of Cal. Lab.  
10 Code § 2802.

11 B. In order to facilitate the settlement, on February 21, 2024, Plaintiff filed a Notice of  
12 Violations with the Labor and Workforce Development Agency (LWDA) and served  
13 the same on Defendants.

14 C. Prior to the filing of the Preliminary Approval Motion, Plaintiff filed the operative  
15 First Amended Complaint to include an additional cause of action for Violations of  
16 the Private Attorneys General Act [Labor Code §§ 2698, *et seq.*].

17 D. The Class Representative believes she has meritorious claims based on alleged  
18 violations of the California Labor Code, and the Industrial Welfare Commission  
19 Wage Orders, and that class certification is appropriate because the prerequisites for  
20 class certification can be satisfied in the Action, and this action is manageable as a  
21 PAGA representative action.

22 E. Defendants deny any liability or wrongdoing of any kind associated with the claims  
23 alleged in the Action, dispute any wages, damages and penalties claimed by the Class  
24 Representative are owed, and further contend that, for any purpose other than  
25 settlement, the Action is not appropriate for class or representative action treatment.  
26 Defendants contend, among other things, that at all times they complied with the  
27 California Labor Code and the Industrial Welfare Commission Wage Orders.  
28

1 F. The Class Representative is represented by Class Counsel. Class Counsel investigated  
2 the facts relevant to the Action, including conducting an independent investigation as  
3 to the allegations, reviewing documents and information exchanged through informal  
4 discovery, and reviewing documents and information provided by Defendants  
5 pursuant to informal requests for information to prepare for mediation. Defendants  
6 produced for the purpose of settlement negotiations certain employment data  
7 concerning the Settlement Class, which Class Counsel reviewed and analyzed with  
8 the assistance of an expert. Based on their own independent investigation and  
9 evaluation, Class Counsel are of the opinion that the Settlement with Defendants is  
10 fair, reasonable, and adequate, and is in the best interest of the Settlement Class  
11 considering all known facts and circumstances, including the risks of significant  
12 delay, defenses asserted by Defendants, uncertainties regarding class certification,  
13 and numerous potential appellate issues. Although they deny any liability, Defendants  
14 are agreeing to this Settlement solely to avoid the inconveniences and cost of further  
15 litigation. The Parties and their counsel have agreed to settle the claims on the terms  
16 set forth in this Agreement.

17 G. On February 20, 2024, the Parties participated in mediation presided over by the  
18 Honorable Brian C. Walsh (Ret.), an experienced jurist and mediator of wage and  
19 hour class and PAGA actions. The mediation concluded with a settlement, which was  
20 subsequently memorialized in the form of a Memorandum of Understanding.

21 H. This Agreement replaces and supersedes the Memorandum of Understanding and any  
22 other agreements, understandings, or representations between the Parties. This  
23 Agreement represents a compromise and settlement of highly disputed claims.  
24 Nothing in this Agreement is intended or will be construed as an admission by  
25 Defendants that the claims in the Action of Plaintiff or the Class Members have merit  
26 or that Defendants bear any liability to Plaintiff or the Class on those claims or any  
27 other claims, or as an admission by Plaintiff that Defendants' defenses in the Action  
28 have merit.



1 I. The Parties believe that the Settlement is fair, reasonable and adequate. The  
2 Settlement was arrived at through arm's-length negotiations, taking into account all  
3 relevant factors. The Parties recognize the uncertainty, risk, expense and delay  
4 attendant to continuing the Action through trial and any appeal. Accordingly, the  
5 Parties desire to settle, compromise and discharge all disputes and claims arising from  
6 or relating to the Action fully, finally, and forever.

7 J. The Parties agree to certification of the Class for purposes of this Settlement only. If  
8 for any reason the settlement does not become effective, Defendants reserve the right  
9 to contest certification of any class for any reason and reserves all available defenses  
10 to the claims in the Action.

11 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

12 **III. TERMS OF AGREEMENT**

13 A. Settlement Consideration and Settlement Payments by Defendants.

14 1. Settlement Consideration. In full and complete settlement of the Action, and  
15 in exchange for the releases set forth below, Defendants will pay the sum of  
16 the Individual Settlement Payments, the Service Award, the Attorneys' Fees  
17 and Attorneys' Expenses, PAGA Payment, and the Claims Administration  
18 Expenses, as specified in this Agreement, equal to the Gross Settlement  
19 Amount of One Million One Hundred Thousand Dollars and Zero Cents  
20 (\$1,100,000.00). The Parties agree that this is a non-reversionary Settlement  
21 and that no portion of the Gross Settlement Amount shall revert to Defendants.  
22 Other than the Defendants' share of employer payroll taxes and as provided  
23 in Section III.A.2 below, Defendants shall not be required to pay more than  
24 the Gross Settlement Amount.

25 2. Class Size. Defendants represent that the Settlement Class was comprised of  
26 647 individuals who collectively worked approximately 43,812 workweeks  
27 ("Projected Workweeks") during the Class Period. One week prior to  
28 Plaintiff's deadline to file her Motion for Preliminary Approval of the

1 Settlement, Defendants shall provide data confirming the number of  
2 applicable Class Members and Workweeks they worked during the applicable  
3 Class Period. If the Projected Workweeks increases by more than 10% of the  
4 Projected Workweeks stated herein, the Gross Settlement Amount will  
5 increase proportionally for the number of workweeks over 110%. For  
6 example, if the total workweeks in the Class Period are 120% of 43,812, the  
7 Gross Settlement Amount shall increase by 10%.

8 3. Settlement Payment. Defendants shall deposit the Gross Settlement Amount  
9 into the QSF, through the Settlement Administrator by the Funding Date. Any  
10 interest accrued will be added to the NSA and distributed to the Settlement  
11 Class Members except that if final approval is reversed on appeal, then  
12 Defendants is entitled to prompt return of the principal and all interest accrued.

13 4. Defendants' Share of Payroll Taxes. Defendants' share of employer side  
14 payroll taxes is in addition to the Gross Settlement Amount and shall be paid  
15 together with the Gross Settlement Amount on the Funding Date.

16 B. Release by Settlement Class Members. Upon entry of final judgment and funding of  
17 the Gross Settlement Amount, in exchange for the consideration set forth in this  
18 Agreement, Plaintiff and the Settlement Class Members release the Released Parties  
19 from the Released Class Claims for the Class Period.

20 C. Release by the Aggrieved Employees. Upon entry of final judgment and funding of  
21 the Gross Settlement Amount, in exchange for the consideration set forth in this  
22 Agreement, the Plaintiff, the LWDA and the State of California release the Released  
23 Parties from the Released PAGA Claims for the PAGA Period. As a result of this  
24 release, the Aggrieved Employees shall be precluded from bringing claims against  
25 Defendants for the Released PAGA Claims.

26 D. General Release by Plaintiff. As of the Funding Date, for the consideration set forth in  
27 this Agreement, Plaintiff waives, releases, acquits and forever discharges the Released  
28 Parties from any and all claims, whether known or unknown, which exist or may exist

1 on either Plaintiff's behalf as of the date of this Agreement, including but not limited  
2 to any and all tort claims, contract claims, wage claims, wrongful termination claims,  
3 disability claims, benefit claims, public policy claims, retaliation claims, statutory  
4 claims, personal injury claims, emotional distress claims, invasion of privacy claims,  
5 defamation claims, fraud claims, quantum meruit claims, and any and all claims arising  
6 under any federal, state or other governmental statute, law, regulation or ordinance,  
7 including, but not limited to claims for violation of the Fair Labor Standards Act, the  
8 California Labor Code, the Wage Orders of California's Industrial Welfare  
9 Commission, other state wage and hour laws, the Americans with Disabilities Act, the  
10 Age Discrimination in Employment Act (ADEA), the Employee Retirement Income  
11 Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment  
12 and Housing Act, the California Family Rights Act, the Family Medical Leave Act,  
13 California's Whistleblower Protection Act, California Business & Professions Code  
14 Section 17200 et seq., and any and all claims arising under any federal, state or other  
15 governmental statute, law, regulation or ordinance. Plaintiff also waives and  
16 relinquishes any and all claims, rights or benefits that she may have under California  
17 Civil Code § 1542, which provides as follows:

18  
19 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***  
20 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***  
21 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***  
22 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***  
23 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR***  
24 ***OR RELEASED PARTY.***

25  
26 Thus, notwithstanding the provisions of section 1542, and to implement a full and  
27 complete release and discharge of the Released Parties, Plaintiff expressly  
28 acknowledges this Settlement Agreement is intended to include in its effect, without

1 limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at  
2 the time of signing this Settlement Agreement, and that this Settlement Agreement  
3 contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff  
4 has read this Settlement Agreement, including this waiver of California Civil Code  
5 section 1542, and that Plaintiff has consulted with or had the opportunity to consult  
6 with counsel of Plaintiff's choosing about this Settlement Agreement and specifically  
7 about the waiver of section 1542, and that Plaintiff understands this Settlement  
8 Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters  
9 into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may  
10 discover facts different from or in addition to those Plaintiff now knows or believes to  
11 be true regarding the matters released or described in this Settlement Agreement, and  
12 even so Plaintiff agrees that the releases and agreements contained in this Settlement  
13 Agreement shall remain effective in all respects notwithstanding any later discovery  
14 of any different or additional facts. Plaintiff expressly assumes any and all risk of any  
15 mistake in connection with the true facts involved in the matters, disputes, or  
16 controversies released or described in this Settlement Agreement or with regard to any  
17 facts now unknown to Plaintiff relating thereto.

18 E. Conditions Precedent: This Settlement will become final and effective only upon the  
19 occurrence of all of the following events:

- 20 1. The Court enters an order granting preliminary approval of the Settlement;
- 21 2. The Court enters an order granting final approval of the Settlement and a Final  
22 Judgment;
- 23 3. If an objector appears at the final approval hearing, the time for appeal of the  
24 Final Judgment and Order Granting Final Approval of Class Action  
25 Settlement expires; or, if an appeal is timely filed, there is a final resolution of  
26 any appeal from the Judgment and Order Granting Final Approval of Class  
27 Action Settlement; and
- 28 4. Defendants fully fund the Gross Settlement Amount.

1 F. Nullification of Settlement Agreement. If this Settlement Agreement is not  
2 preliminarily or finally approved by the Court, fails to become effective, or is reversed,  
3 withdrawn or modified by the Court, or in any way prevents or prohibits Defendants  
4 from obtaining a complete resolution of the Released Claims, or if Defendants fail to  
5 fully fund the Gross Settlement Amount:

6 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,  
7 and shall not be admissible in any judicial, administrative or arbitral  
8 proceeding for any purpose or with respect to any issue, substantive or  
9 procedural;

10 2. The conditional class certification (obtained for any purpose) shall be void *ab*  
11 *initio* and of no force or effect, and shall not be admissible in any judicial,  
12 administrative or arbitral proceeding for any purpose or with respect to any  
13 issue, substantive or procedural; and

14 3. None of the Parties to this Settlement will be deemed to have waived any  
15 claims, objections, defenses or arguments in the Action, including with respect  
16 to the issue of class certification.

17 4. Defendants shall bear the sole responsibility for any cost to issue or reissue  
18 any curative notice to the Settlement Class Members and all Claims  
19 Administration Expenses incurred to the date of nullification if the Agreement  
20 is nullified due to Defendants' failure to fully fund the Gross Settlement  
21 Amount. If the Agreement is nullified for any other reason, both Parties shall  
22 equally bear the responsibility for any cost to issue or reissue any curative  
23 notice to the Settlement Class Members and all Claims Administration  
24 Expenses incurred to the date of nullification.

25 G. Certification of the Settlement Class. The Parties stipulate to conditional class  
26 certification of the Class for the Class Period for purposes of settlement only. In the  
27 event that this Settlement is not approved by the Court, fails to become effective, or is  
28 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits

1 Defendants from obtaining a complete resolution of the Released Claims, the  
2 conditional class certification (obtained for any purpose) shall be void *ab initio* and of  
3 no force or effect, and shall not be admissible in any judicial, administrative or arbitral  
4 proceeding for any purpose or with respect to any issue, substantive or procedural.

5 H. Tax Liability. The Parties make no representations as to the tax treatment or legal  
6 effect of the payments called for, and Class Members and/or Aggrieved Employees are  
7 not relying on any statement or representation by the Parties in this regard. Class  
8 Members and/or Aggrieved Employees understand and agree that they will be  
9 responsible for the payment of any taxes and penalties assessed on the Individual  
10 Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved  
11 Employee Payment described and will be solely responsible for any penalties or other  
12 obligations resulting from their personal tax reporting of Individual Settlement  
13 Payments and/or Aggrieved Employees' individual shares of the Aggrieved  
14 Employees Payment.

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

1 any limitation that protects the confidentiality of any such attorney's or adviser's tax  
2 strategies (regardless of whether such limitation is legally binding) upon disclosure by  
3 the acknowledging party of the tax treatment or tax structure of any transaction,  
4 including any transaction contemplated by this Agreement.

5 J. Preliminary Approval Motion. As soon as practicable, Plaintiff shall file with the Court  
6 a Motion for Order Granting Preliminary Approval and supporting papers, which shall  
7 include this Settlement Agreement. Plaintiff will provide Defendants with a draft of  
8 the Motion at least three (3) business days prior to the filing of the Motion to give  
9 Defendants an opportunity to propose changes or additions to the Motion.

10 K. Settlement Administrator. The Settlement Administrator shall be responsible for:  
11 establishing and administering the QSF; calculating, processing and mailing payments  
12 to the Class Representative, Class Counsel, LWDA and Class Members; printing and  
13 mailing the Notice Packets to the Class Members as directed by the Court; receiving  
14 and reporting the objections and requests for exclusion; calculating, deducting and  
15 remitting all legally required taxes from Individual Settlement Payments and  
16 distributing tax forms for the Wage Portion, the Penalties Portion and the Interest  
17 Portion of the Individual Settlement Payments and/or Aggrieved Employees'  
18 individual shares of the Aggrieved Employee Payment; processing and mailing tax  
19 payments to the appropriate state and federal taxing authorities; providing  
20 declaration(s) as necessary in support of preliminary and/or final approval of this  
21 Settlement; and other tasks as the Parties mutually agree or the Court orders the  
22 Settlement Administrator to perform. The Settlement Administrator shall keep the  
23 Parties timely apprised of the performance of all Settlement Administrator  
24 responsibilities by among other things, sending a weekly status report to the Parties'  
25 counsel stating the date of the mailing, the of number of Elections Not to Participate  
26 in Settlement it receives (including the numbers of valid and deficient), and number of  
27 objections received.

28 L. Notice Procedure.

1           1.     Class Data. No later than ten (10) days after the Preliminary Approval Date,  
2           Defendants shall provide the Settlement Administrator with the Class Data for  
3           purposes of preparing and mailing Notice Packets to the Class Members. The  
4           Class Data will be presumed to be correct unless a particular Class Member  
5           proves otherwise to the Settlement Administrator by credible written  
6           evidence. All Workweek disputes will be resolved and decided by the  
7           Settlement Administrator, and the Settlement Administrator’s decision on all  
8           Workweek disputes is final and non-appealable.

9           2.     Notice Packets.

10          a)     The Notice Packet shall contain the Notice of Class Action Settlement  
11           in a form substantially similar to the form attached as **Exhibit A**. The  
12           Notice of Class Action Settlement shall inform Class Members and  
13           Aggrieved Employees that they need not do anything in order to  
14           receive an Individual Settlement Payment and/or Aggrieved  
15           Employees’ individual shares of the Aggrieved Employee Payment  
16           and to keep the Settlement Administrator apprised of their current  
17           mailing address, to which the Individual Settlement Payments and/or  
18           Aggrieved Employees’ individual shares of the Aggrieved Employee  
19           Payment will be mailed following the Funding Date. The Notice of  
20           Class Action Settlement shall set forth the release to be given by all  
21           members of the Class who do not request to be excluded from the  
22           Settlement Class and/or Aggrieved Employee in exchange for an  
23           Individual Settlement Payment and/or Aggrieved Employees’  
24           individual share of the Aggrieved Employee Payment, the number of  
25           Workweeks worked by each Class Member during the Class Period  
26           and PAGA Period, if any, and the estimated amount of their Individual  
27           Settlement Payment if they do not request to be excluded from the  
28           Settlement and each Aggrieved Employee’s individual share of the



1 Aggrieved Employee Payment, if any. The Settlement Administrator  
2 shall use the Class Data to determine Class Members' Workweeks and  
3 PAGA Pay Periods. The Notice will also advise the Aggrieved  
4 Employees that they will release the Released PAGA Claims and will  
5 receive their share of the Aggrieved Employee Payment regardless of  
6 whether they request to be excluded from the Settlement.

7 b) The Notice Packet's mailing envelope shall include the following  
8 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE  
9 ENTITLED TO PARTICIPATE IN A CLASS ACTION  
10 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR  
11 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED  
12 NOTICE."

13 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the  
14 Settlement Administrator will perform a search based on the National Change  
15 of Address Database to update and correct any known or identifiable address  
16 changes. No later than twenty-one (21) calendar days after preliminary  
17 approval of the Settlement, the Settlement Administrator shall mail copies of  
18 the Notice Packet to all Class Members via regular First-Class U.S. Mail. The  
19 Settlement Administrator shall exercise its best judgment to determine the  
20 current mailing address for each Class Member. The address identified by the  
21 Settlement Administrator as the current mailing address shall be presumed to  
22 be the best mailing address for each Class Member.

23 4. Undeliverable Notices. Any Notice Packets returned to the Settlement  
24 Administrator as non-delivered on or before the Response Deadline shall be  
25 re-mailed to any forwarding address provided. If no forwarding address is  
26 provided, the Settlement Administrator shall promptly attempt to determine a  
27 correct address by lawful use of skip-tracing, or other search using the name,  
28 address and/or Social Security number of the Class Member involved, and

1 shall then perform a re-mailing, if another mailing address is identified by the  
2 Settlement Administrator. In addition, if any Notice Packets, which are  
3 addressed to Class Members who are currently employed by Defendants, are  
4 returned to the Settlement Administrator as non-delivered and no forwarding  
5 address is provided, the Settlement Administrator shall notify Defendants.  
6 Defendants will request that the currently employed Class Member provide a  
7 corrected address and transmit to the Administrator any corrected address  
8 provided by the Class Member. Class Members who received a re-mailed  
9 Notice Packet shall have their Response Deadline extended fifteen (15) days  
10 from the original Response Deadline.

11 5. Disputes Regarding Individual Settlement Payments. Class Members will  
12 have the opportunity, should they disagree with Defendants' records regarding  
13 the start and end dates of employment to provide documentation and/or an  
14 explanation to show contrary dates. If there is a dispute, the Settlement  
15 Administrator will consult with the Parties to determine whether an  
16 adjustment is warranted. The Settlement Administrator shall determine the  
17 eligibility for, and the amounts of, any Individual Settlement Payments under  
18 the terms of this Agreement. The Settlement Administrator's determination  
19 of the eligibility for and amount of any Individual Settlement Payment shall  
20 be binding upon the Class Member and the Parties.

21 6. Disputes Regarding Administration of Settlement. Any disputes not resolved  
22 by the Settlement Administrator concerning the administration of the  
23 Settlement will be resolved by the Court under the laws of the State of  
24 California. Before any such involvement of the Court, counsel for the Parties  
25 will confer in good faith to resolve the disputes without the necessity of  
26 involving the Court.

27 7. Exclusions. The Notice of Class Action Settlement contained in the Notice  
28 Packet shall state that Class Members who wish to exclude themselves from

1 the Settlement must submit a written request for exclusion by the Response  
2 Deadline. The written request for exclusion must state that the Class Member  
3 wishes to exclude himself or herself from the Settlement and (1) must contain  
4 the name, address, and the last four digits of the Social Security number of the  
5 person requesting exclusion; (2) must be signed by the Class Member; (3)  
6 must be postmarked or fax stamped by the Response Deadline and returned to  
7 the Settlement Administrator at the specified address or fax telephone number;  
8 and (4) contain a typewritten or handwritten notice stating in substance: “I  
9 wish to opt out of the settlement of the class action lawsuit entitled *Parks v.*  
10 *Northwest Investment Co., et al.*, current pending in Humboldt County  
11 Superior Court, Case No. CV2300552. I understand that by requesting to be  
12 excluded from the settlement, I will receive no money from the Settlement  
13 described in this Notice.” The request for exclusion will not be valid if it is  
14 not timely submitted, if it is not signed by the Class Member, or if it does not  
15 contain the name and address and last four digits of the Social Security number  
16 of the Class Member. The date of the postmark on the mailing envelope or  
17 fax stamp on the request for exclusion shall be the exclusive means used to  
18 determine whether the request for exclusion was timely submitted. Any Class  
19 Member who requests to be excluded from the Settlement Class will not be  
20 entitled to an Individual Settlement Payment and will not be otherwise bound  
21 by the terms of the Settlement or have any right to object, appeal or comment  
22 thereon. However, any Class Member that submits a timely request for  
23 exclusion that is also a member of the Aggrieved Employees will still receive  
24 his/her pro rata share of the PAGA Settlement, as specified below, and in  
25 consideration, will be bound by the Release by the Aggrieved Employees as  
26 set forth herein. Settlement Class Members who fail to submit a valid and  
27 timely written request for exclusion on or before the Response Deadline shall  
28 be bound by all terms of the Settlement and any final judgment entered in this

1 Action if the Settlement is approved by the Court. No later than fourteen (14)  
2 calendar days after the Response Deadline, the Settlement Administrator shall  
3 provide counsel for the Parties with a final list of the Class Members who have  
4 timely submitted written requests for exclusion. At no time shall any of the  
5 Parties or their counsel seek to solicit or otherwise encourage members of the  
6 Class to submit requests for exclusion from the Settlement.

7 8. Objections. The Notice of Class Action Settlement contained in the Notice  
8 Packet shall state that Class Members who wish to object to the Settlement  
9 may submit to the Settlement Administrator a written statement of objection  
10 (“Notice of Objection”) by the Response Deadline. The postmark date of  
11 mailing shall be deemed the exclusive means for determining that a Notice of  
12 Objection was served timely. The Notice of Objection, if in writing, must be  
13 signed by the Settlement Class Member and state: (1) the case name and  
14 number; (2) the name of the Settlement Class Member; (3) the address of the  
15 Settlement Class Member; (4) the last four digits of the Settlement Class  
16 Member’s Social Security number; (5) the basis for the objection; and (6) if  
17 the Settlement Class Member intends to appear at the Final  
18 Approval/Settlement Fairness Hearing. Class Members who fail to make  
19 objections in writing in the manner specified above may still make their  
20 objections orally at the Final Approval/Settlement Fairness Hearing with the  
21 Court’s permission. Settlement Class Members will have a right to appear at  
22 the Final Approval/Settlement Fairness Hearing to have their objections heard  
23 by the Court regardless of whether they submitted a written objection. At no  
24 time shall any of the Parties or their counsel seek to solicit or otherwise  
25 encourage Class Members to file or serve written objections to the Settlement  
26 or appeal from the Order and Final Judgment. Class Members who submit a  
27 written request for exclusion may not object to the Settlement. Class Members  
28 may not object to the PAGA Payment.

1 M. Funding and Allocation of the Gross Settlement Amount. Defendants are required to  
2 pay the Gross Settlement Amount, plus any employer's share of payroll taxes as  
3 mandated by law, sixty (60) calendar days after the Final Approval Order, if no  
4 objection is filed. If an objection is filed, the Gross Settlement Amount will be funded  
5 on the 65th day following entry of Judgment (provided no appeal is filed), or if an  
6 appeal to the Judgment is filed, the Gross Settlement Amount will be funded within  
7 five (5) business days after the Judgment is affirmed and the appellate proceeding the  
8 settlement has been finally dismissed with no material change to the terms of this  
9 Settlement with no right to pursue further remedies or relief.

10 1. Calculation of Individual Settlement Payments. Individual Settlement  
11 Payments shall be paid from the Net Settlement Amount and shall be paid  
12 pursuant to the formula set forth herein. Using the Class Data, the Settlement  
13 Administrator shall add up the total number of Workweeks for all Class  
14 Members. The respective Workweeks for each Class Member will be divided  
15 by the total Workweeks for all Class Members, resulting in the Payment Ratio  
16 for each Class Member. Each Class Member's Payment Ratio will then be  
17 multiplied by the Net Settlement Amount to calculate each Class Member's  
18 estimated Individual Settlement Payments. Each Individual Settlement  
19 Payment will be reduced by any legally mandated employee tax withholdings  
20 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class  
21 Members who submit valid and timely requests for exclusion will be  
22 redistributed to Settlement Class Members who do not submit valid and timely  
23 requests for exclusion on a pro rata basis based on their respective Payment  
24 Ratios.

25 2. Calculation of Individual Payments to the Aggrieved Employees. Using the  
26 Class Data, the Settlement Administrator shall add up the total number of  
27 PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.  
28 The respective PAGA Pay Periods for each Aggrieved Employee will be

1 divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting  
2 in the “PAGA Payment Ratio” for each Aggrieved Employee. Each  
3 Aggrieved Employee’s PAGA Payment Ratio will then be multiplied by the  
4 Aggrieved Employee’s Portion of the PAGA Payment, \$12,500.00 (25% of  
5 \$50,000.00), to calculate each Aggrieved Employee’s estimated share of the  
6 PAGA Payment.

7 3. Allocation of Individual Settlement Payments. For tax purposes, Individual  
8 Settlement Payments shall be allocated and treated as 20% wages (“Wage  
9 Portion”) and 40% penalties (“Penalty Portion”) and 40% pre-judgment  
10 interest (“Interest Portion”). The Wage Portion of the Individual Settlement  
11 Payments shall be reported on IRS Form W-2 and the Penalty and Interest  
12 Portions of the Individual Settlement Payments shall be reported on IRS Form  
13 1099 issued by the Settlement Agreement.

14 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved  
15 Employee Payments shall be allocated and treated as 100% penalties and shall  
16 be reported on IRS Form 1099.

17 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and  
18 individual shares of the PAGA Payment made to Settlement Class Members  
19 and/or Aggrieved Employees under this Settlement Agreement, as well as any  
20 other payments made pursuant to this Settlement Agreement, will not be  
21 utilized to calculate any additional benefits under any benefit plans to which  
22 any Class Members may be eligible, including, but not limited to profit-  
23 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,  
24 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the  
25 Parties’ intention that this Settlement Agreement will not affect any rights,  
26 contributions, or amounts to which any Class Members may be entitled under  
27 any benefit plans.

1                   6.     All monies received by Settlement Class Members under the Settlement which  
2                   are attributable to wages shall constitute income to such Settlement Class  
3                   Members solely in the year in which such monies actually are received by the  
4                   Settlement Class Members. It is the intent of the Parties that Individual  
5                   Settlement Payments and individual shares of the PAGA Payment provided for  
6                   in this Settlement Agreement are the sole payments to be made by Defendants  
7                   to Settlement Class Members and/or Aggrieved Employees in connection with  
8                   this Settlement Agreement, with the exception of Plaintiffs, and that the  
9                   Settlement Class Members and/or Aggrieved Employees are not entitled to any  
10                  new or additional compensation or benefits as a result of having received the  
11                  Individual Settlement Payments and/or their shares of the Aggrieved Employee  
12                  Payment.

13                 7.     Mailing. Individual Settlement Payments and PAGA Payments shall be  
14                 mailed by regular First-Class U.S. Mail to Settlement Class Members' and/or  
15                 Aggrieved Employees' last known mailing address no later than fifteen (15)  
16                 calendar days after the Funding Date.

17                 8.     Expiration. Any checks issued to Settlement Class Members and Aggrieved  
18                 Employees shall remain valid and negotiable for one hundred and eighty (180)  
19                 days from the date of their issuance. If a Settlement Class Member and/or  
20                 Aggrieved Employee does not cash his or her settlement check within ninety  
21                 (90) days, the Settlement Administrator will send a letter to such persons,  
22                 advising that the check will expire after the 180th day, and invite that  
23                 Settlement Class Member and/or Aggrieved Employee to request reissuance  
24                 in the event the check was destroyed, lost or misplaced. In the event an  
25                 Individual Settlement Payment and/or Aggrieved Employee's individual  
26                 share of the PAGA Payment check has not been cashed within one hundred  
27                 and eighty (180) days, all funds represented by such uncashed checks, plus  
28                 any interest accrued thereon, shall be paid to the Betty Kwan Chinn Homeless

1 Foundation which runs the “Pathway to Payday” program, a Cy Pres, in  
2 accordance with California Code of Civil Procedure section 384.

3 9. Service Award. In addition to the Individual Settlement Payment as a  
4 Settlement Class Member and her individual share of the Aggrieved  
5 Employee Payment, Plaintiff will apply to the Court for an award of not more  
6 than \$10,000.00 as the Service Award. Defendants will not oppose a Service  
7 Award of not more than \$10,000.00 for Plaintiff. The Settlement  
8 Administrator shall pay the Service Award, either in the amount stated herein  
9 if approved by the Court or some other amount as approved by the Court, to  
10 Plaintiff from the Gross Settlement Amount no later than fifteen (15) calendar  
11 days after the Funding Date. Any portion of the requested Service Award that  
12 is not awarded to the Class Representative shall be part of the Net Settlement  
13 Amount and shall be distributed to Settlement Class Members as provided in  
14 this Agreement. The Settlement Administrator shall issue an IRS Form 1099  
15 — MISC to Plaintiff for her Service Award. Plaintiff shall be solely and  
16 legally responsible to pay any and all applicable taxes on her Service Award  
17 and shall hold harmless the Released Parties from any claim or liability for  
18 taxes, penalties, or interest arising as a result of the Service Awards. Approval  
19 of this Settlement shall not be conditioned on Court approval of the requested  
20 amount of the Service Award. If the Court reduces or does not approve the  
21 requested Service Award, Plaintiff shall not have the right to revoke the  
22 Settlement, and it will remain binding.

23 10. Attorneys’ Fees and Attorneys’ Expenses. Defendants understand Class  
24 Counsel will file a motion for or Attorneys’ Fees not to exceed one-third of  
25 the Gross Settlement Amount currently estimated to be \$366,666.67 **and**  
26 Attorneys’ Expenses supported by declaration not to exceed Twenty-Five  
27 Thousand Dollars (\$25,000.00). Any awarded Attorneys’ Fees and Attorneys’  
28 Expenses shall be paid from the Gross Settlement Amount. Any portion of



1 the requested Attorneys' Fees and/or Attorneys' Expenses that are not  
2 awarded to Class Counsel shall be part of the Net Settlement Amount and shall  
3 be distributed to Settlement Class Members as provided in this Agreement.  
4 The Settlement Administrator shall allocate and pay the Attorneys' Fees to  
5 Class Counsel from the Gross Settlement Amount no later than fifteen (15)  
6 calendar days after the Funding Date. Class Counsel shall be solely and  
7 legally responsible to pay all applicable taxes on the payment made pursuant  
8 to this paragraph. The Settlement Administrator shall issue an IRS Form 1099  
9 — MISC to Class Counsel for the payments made pursuant to this paragraph.  
10 In the event that the Court reduces or does not approve the requested  
11 Attorneys' Fees, Plaintiff and Class Counsel shall not have the right to revoke  
12 the Settlement, or to appeal such order, and the Settlement will remain  
13 binding.

14 11. PAGA Payment. Fifty Thousand Dollars (\$50,000) shall be allocated from  
15 the Gross Settlement Amount for settlement of claims for civil penalties under  
16 the Private Attorneys General Act of 2004. The Settlement Administrator shall  
17 pay seventy-five percent (75%) of the PAGA Payment (\$37,500.00) to the  
18 California Labor and Workforce Development Agency no later than fifteen  
19 (15) calendar days after the Funding Date. Twenty-five percent (25%) of the  
20 PAGA Payment (\$12,500.00) will be distributed to the Aggrieved Employees  
21 as described in this Agreement. For purposes of distributing the PAGA  
22 Payment to the Aggrieved Employees, each Aggrieved Employee shall  
23 receive their pro-rata share of the Aggrieved Employee Payment using the  
24 PAGA Payment Ratio as defined above.

25 12. Claims Administration Expenses. The Settlement Administrator shall be paid  
26 for the costs of administration of the Settlement from the Gross Settlement  
27 Amount. The estimate of the Administration Costs is \$10,000.00. The  
28

1 Settlement Administrator shall be paid the Claims Administration Expenses  
2 no later than fifteen (15) calendar days after the Funding Date.

3 N. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with  
4 the Court a Motion for Order Granting Final Approval and Entering Judgment, within  
5 twenty-eight (28) days following the expiration of the Response Deadline, which  
6 motion shall request final approval of the Settlement and a determination of the  
7 amounts payable for the Service Award, the Attorneys' Fees and Attorneys'  
8 Expenses, the PAGA Payment, and the Claims Administration Expenses. Plaintiff  
9 will provide Defendants with a draft of the Motion at least three (3) business days  
10 prior to the filing of the Motion to give Defendants an opportunity to propose changes  
11 or additions to the Motion.

12 1. Declaration by Settlement Administrator. No later than seven (7) days after  
13 the Response Deadline, the Settlement Administrator shall submit a  
14 declaration in support of Plaintiff's motion for final approval of this  
15 Settlement detailing the number of Notice Packets mailed and re-mailed to  
16 Class Members, the number of undeliverable Notice Packets, the number of  
17 timely requests for exclusion, the number of objections received, the amount  
18 of the average Individual Settlement Payment and highest Individual  
19 Settlement Payment, the Claims Administration Expenses, and any other  
20 information as the Parties mutually agree or the Court orders the Settlement  
21 Administrator to provide.

22 2. Final Approval Order and Judgment. Class Counsel shall present an Order  
23 Granting Final Approval of Class Action Settlement to the Court for its  
24 approval, and Judgment thereon, at the time Class Counsel files the Motion  
25 for Final Approval.

26 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide  
27 an opportunity for Counsel for Defendants to review the Motions for Preliminary and  
28 Final Approval, including the Order Granting Final Approval of Class Action

1 Settlement, and Judgment before filing with the Court. The Parties and their counsel  
2 will cooperate with each other and use their best efforts to effectuate the Court's  
3 approval of the Motions for Preliminary and Final Approval of the Settlement, and  
4 entry of Judgment.

5 O. Cooperation. The Parties and their counsel will cooperate with each other and use  
6 their best efforts to implement the Settlement. The Parties will cooperate in vacating  
7 any and all class certification deadlines and trial dates. The Parties will cooperate in  
8 staying any and all discovery deadlines.

9 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,  
10 except such proceedings necessary to implement and complete the Settlement, pending  
11 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

12 Q. Continuing Jurisdiction. The Court shall retain continuing jurisdiction over this Action  
13 under California Code of Civil Procedure section 664.6 to ensure the continuing  
14 implementation of the provisions of this Settlement and that the time within which to  
15 bring this Action to trial under California Code of Civil Procedure section 583.310  
16 shall be extended from the date of signing of this Agreement by all Parties until the  
17 entry of the Final Approval Order and Judgment or if not entered, the date this  
18 Agreement shall not longer be of any force or effect.

19 R. Amendment or Modification. This Agreement may be amended or modified only by  
20 a written instrument signed by counsel for all Parties or their successors-in-interest.

21 S. Entire Agreement. This Agreement and any attached Exhibit constitute the entire  
22 Agreement among these Parties, and no oral or written representations, warranties or  
23 inducements have been made to any Party concerning this Agreement or its Exhibit  
24 other than the representations, warranties and covenants contained and memorialized  
25 in this Agreement and its Exhibit.

26 T. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
27 represent they are expressly authorized by the Parties whom they represent to negotiate  
28 this Agreement and to take all appropriate Action required or permitted to be taken by

1 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other  
2 documents required to effectuate the terms of this Agreement. The persons signing  
3 this Agreement on behalf of Defendants represents and warrants that he/she is  
4 authorized to sign this Agreement on behalf of Defendants. Plaintiff represents and  
5 warrants that she is authorized to sign this Agreement and that she has not assigned  
6 any claim, or part of a claim, covered by this Settlement to a third-party.

7 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure  
8 to the benefit of, the successors or assigns of the Parties, as previously defined.

9 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes  
10 shall be governed by and interpreted according to the laws of the State of California.

11 W. Counterparts. This Agreement may be executed in one or more counterparts by  
12 facsimile, electronic signature, or e-mail, for purposes of this Agreement shall be  
13 accepted as an original. All executed counterparts and each of them shall be deemed  
14 to be one and the same instrument provided that counsel for the Parties to this  
15 Agreement shall exchange among themselves copies or originals of the signed  
16 counterparts. Any executed counterpart will be admissible in evidence to prove the  
17 existence and contents of this Agreement.

18 X. Court Filings. The Parties shall not object to any Court filings consistent with this  
19 Agreement.

20 Y. Disputes. Any disputes between the Parties as to the remaining terms of the Settlement  
21 Agreement shall be presented to the mediator Hon. Brian C. Walsh (Ret.) for  
22 resolution.

23 Z. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement  
24 is a fair, adequate and reasonable settlement of this Action and have arrived at this  
25 Settlement after extensive arms-length negotiations, taking into account all relevant  
26 factors, present and potential.

27 AA. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with  
28 respect to the interpretation, implementation and enforcement of the terms of this

1 Agreement and all orders and judgments entered in connection therewith, and the  
2 Parties and their counsel submit to the jurisdiction of the Court for purposes of  
3 interpreting, implementing and enforcing the settlement and all orders and judgments  
4 entered in connection with this Agreement.

5 BB. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,  
6 the Court shall first attempt to construe the provisions valid to the fullest extent  
7 possible consistent with applicable precedents so as to define all provisions of this  
8 Agreement valid and enforceable.

9 CC. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently  
10 intend to pursue any claims against the Released Parties, including, but not limited to,  
11 any and all claims relating to or arising from Plaintiff's employment with Defendants,  
12 regardless of whether Class Counsel is currently aware of any facts or legal theories  
13 upon which any claims or causes of action could be brought against Released Parties,  
14 including those facts or legal theories alleged in the operative complaint in this Action.  
15 The Parties further acknowledge, understand and agree that this representation is  
16 essential to the Agreement and that this Agreement would not have been entered into  
17 were it not for this representation.


18 DD. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class  
19 certification for purposes of this settlement only.

20 EE. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the  
21 Released Claims have merit and give rise to liability on the part of Defendants.  
22 Defendants claim that the Released Claims have no merit and do not give rise to  
23 liability. This Agreement is a compromise of disputed claims. Nothing contained in  
24 this Agreement and no documents referred to and no action taken to carry out this  
25 Agreement may be construed or used as an admission by or against the Defendants or  
26 Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other  
27 than as may be specifically set forth herein, each Party shall be responsible for and  
28 shall bear their own attorney's fees and costs.

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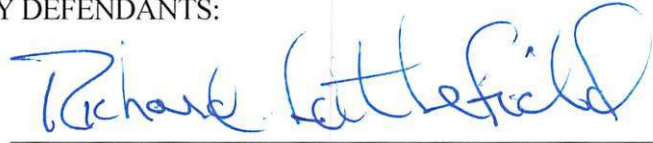
IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: 04/24/2024

  
Connie Parks (Apr 24, 2024 10:45 PDT)  
\_\_\_\_\_  
Connie Parks

IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

DATED: 4/23/24

  
\_\_\_\_\_  
Northwest Investment Co., Eureka Natural Foods –  
McKinleyville, and Eureka Natural Foods  
**RICHARD LITTLEFIELD**  
\_\_\_\_\_  
Printed Name  
President  
\_\_\_\_\_  
Title

IT IS SO AGREED AS TO FORM BY COUNSEL:


DATED: 04/24/2024

JCL LAW FIRM, A.P.C.  


By: \_\_\_\_\_  
Jean-Claude Lapuyade, Esq.  
Attorneys for Plaintiff and the Settlement Class  
Members

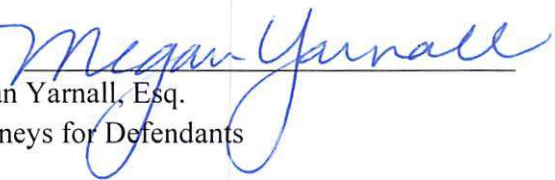
DATED: 04/24/2024

ZAKAY LAW GROUP, APLC

By:  \_\_\_\_\_  
Shani O. Zakay, Esq.  
Attorneys for Plaintiff and the Settlement Class  
Members

DATED: 4/23/24

JANSSEN MALLOY LLP

By:  \_\_\_\_\_  
Megan Yarnall, Esq.  
Attorneys for Defendants

# **EXHIBIT A**

**NOTICE OF PENDENCY OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT  
AND FINAL HEARING DATE**

*(Parks v. Northwest Investment Co., et al., Humboldt County Superior Court Case No. CV2300552)*

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE  
READ THIS NOTICE CAREFULLY.**

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>Do Nothing and Receive a Payment</b>	To receive a cash payment from the Settlement, you do <b>not</b> have to do anything. <b>Your estimated Individual Settlement Payment is: \$&lt;&lt; [redacted] &gt;&gt;. See the explanation below.</b> After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendants as detailed below.
<b>Exclude Yourself</b>	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive <b>no money from the Settlement.</b> Instructions are set forth below.
<b>Object</b>	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

**1. Why did I get this Notice?**

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Humboldt (the “Court”) has been reached between Plaintiff Connie Parks (“Plaintiff”) and Defendants Northwest Investment Co., Eureka Natural Foods – McKinleyville, and Eureka Natural Foods (“Defendants”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

**You have received this Class Notice because you have been identified as a member of the Class.**

The Class is defined as:

All non-exempt employees who are or previously were employed by Defendants Northwest Investment Co., Eureka Natural Foods – McKinleyville, and Eureka Natural Foods and performed work in California during the Class Period.

The “Class Period” is the period from April 6, 2019 to April 20, 2024.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

**2. What is this class action lawsuit about?**



On April 6, 2023, Plaintiff filed a Complaint against Defendants in the Superior Court of the State of California, County of Humboldt, asserting causes of action for: (1) Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.); (2) Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1); (3) Failure to Pay Overtime Wages (Labor Code §§ 510 et seq.); (4) Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the applicable Wage Order); (5) Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 516 and the applicable wage order); (6) Failure to Provide Accurate Itemized Statements (Labor Code § 226 and 226.2 et seq.); (7) Failure to Provide Wages When Due (Labor Code §§ 201, 202, 203); and (8) Failure to Reimburse Employees for Required Expenses (Labor Code § 2802). In order to facilitate the settlement, on February 21, 2024, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants. The operative First Amended Complaint includes an additional cause of action for Violations of the Private Attorneys General Act [Labor Code §§ 2698, *et seq.*]

Defendants expressly deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by the Class Representative are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants contend, among other things, that at all times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On February 20, 2024, the Parties participated in an all-day mediation with the Honorable Brian C. Walsh (Ret.), a jurist and mediator of wage and hour class actions. The mediation concluded with a settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

**3. What are the terms of the Settlement?**

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of One Million One Hundred Thousand Dollars and Zero Cents (\$1,100,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Settlement Class Members, Class Counsel’s attorneys’ fees and costs, Claims Administration Expenses, the PAGA Payment, and the Service Award to the Plaintiff.

After the Judgment becomes Final, Defendants will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Claims Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$10,000.00 for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.
- Attorneys’ Fees and Expenses. Payment to Class Counsel of Attorneys’ Fees of no more than 1/3 of the Gross Settlement Amount (currently \$366,666.67) and Attorneys’ Expenses of not more than \$25,000.00 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

- Service Award. Service Award of up to Ten Thousand Dollars (\$10,000.00) to Plaintiff or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.
- PAGA Payment. A payment of \$50,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$37,500.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$12,500.00 will be distributed to Aggrieved Employees as part of the Net PAGA Amount.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Attorneys' Fees, Attorneys' Expenses, the Service Award, the PAGA Payment, and the Claims Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). Settlement Class Members will be paid based on the number of workweeks worked during the Class Period. A "workweek" is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed by Defendants during the Class Period in California.
- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employee" means all non-exempt employees who are or previously were employed by Defendants Northwest Investment Co., Eureka Natural Foods – McKinleyville, and Eureka Natural Foods and performed work in California during the PAGA Period. The PAGA Period means the period from February 21, 2023 to April 20, 2024.

**If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment.** If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Forty percent (40%) of each Individual Settlement Payment is allocated to interest and forty percent (40%) to penalties, and other non-wage payments, and no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees. Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for Penalty Portion and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants' counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and Aggrieved Employee Payments made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing

plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

**4. What Do I Release Under the Settlement?**

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendants, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged, or reasonably could have been alleged based on the facts alleged, in the operative complaint in the Action which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by Defendants, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all PAGA claims alleged in the operative complaint in the Action and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation and PAGA claims outside the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

**5. How much will my payment be?**

Defendants' records reflect that you have << \_\_\_\_ >> Workweeks worked during the Class Period (April 6, 2019 to April 20, 2024).

Based on this information, your estimated Settlement Share is << \_\_\_\_ >>.

Defendants' records reflect that you have << \_\_\_\_ >> pay periods worked during the PAGA Period (February 21, 2023 to April 20, 2024).

Based on this information, your estimated PAGA Payment Share is << \_\_\_\_ >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than \_\_\_\_ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

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

**To get money from the settlement, you do not have to do anything.** A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC.

The Court will hold a hearing on [REDACTED] to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at [www.apexclassaction.com](http://www.apexclassaction.com).

#### **7. What if I don't want to be a part of the Settlement?**

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," if you are an Aggrieved Employee, you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than \_\_\_\_\_. The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel. (800) 355-0700. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Parks v. Northwest Investment Co., et al.*, currently pending in Superior Court of Humboldt, Case No. CV2300552. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after \_\_\_\_\_, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

#### **8. How do I tell the Court that I would like to challenge the Settlement?**

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Parks v. Northwest Investment Co., et al., Humboldt County Superior Court Case No. CV2300552*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

**Written objections must be delivered or mailed to the Settlement Administrator no later than [REDACTED].** The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA

92618; Tel: (800) 355-0700.

The addresses for the Parties' counsel are as follows:

**Class Counsel:**

Jean-Claude Lapuyade, Esq.  
JCL Law Firm, APC  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Tel.: (619) 599-8292  
Fax: (619) 599-2891  
E-Mail: [jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)

**Counsel for Defendants:**

Megan Yarnall, Esq.  
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**Class Counsel:**

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**9. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing at **00:00 AM/PM on \_\_\_\_\_**, at the Humboldt County Superior Court, Department 4, located at 825 5th Street, Eureka, CA 95501 before Judge Timothy Canning. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

**10. How do I get more information about the Settlement?**

You may call the Settlement Administrator at 1-800-355-0700 or write to *Parks v. Northwest Investment Co., et al. Humboldt County Superior Court Case No. CV2300552*, Settlement Administrator, 18 Technology Drive, Suite 164, Irvine, CA 92618 c/o \_\_\_\_\_.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the administrator's website at [www.apexclassaction.com](http://www.apexclassaction.com).

**PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

**IMPORTANT:**

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Betty Kwan Chinn Homeless Foundation which runs the “Pathway to Payday” program, a Cy Pres. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.