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 15

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 17 **FOR THE COUNTY OF MARIN**

18 JENS HIERSEMANN, individually, and on
 19 behalf of all others similarly situated,

20 Plaintiff,

21 vs.

22 HOG ISLAND OYSTER COMPANY, INC.,
 a California corporation; and DOES 1 through
 23 10, inclusive,

24 Defendants.

Case No. CV0000309

*Assigned for all purposes to: Hon. Sheila S.
 Lichtblau, Dept. H*

**CLASS ACTION AND PAGA
 SETTLEMENT AGREEMENT**

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1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between
2 Plaintiffs Jens Hiersemann and Hernandito Perez-Perez (“Plaintiffs”) and Defendant Hog Island
3 Oyster Company, Inc. (“Defendant”). The Agreement refers to Plaintiffs and Defendant
4 collectively as “Parties,” or individually as “Party.”

5 1. **DEFINITIONS.**

6 1.1 “Actions” means Plaintiffs’ lawsuits alleging class action wage and hour violations
7 against Defendant captioned *Jens Hiersemann v. Hog Island Oyster Company, Inc.*, Marin
8 County Superior Court, Case No. CV0000309, filed on June 1, 2023; *Jens Hiersemann v. Hog*
9 *Island Oyster Company, Inc.*, Marin County Superior Court, Case No. CV0004016, filed on
10 September 20, 2024; and *Hernandito Perez-Perez v. Hog Island Oyster Company, Inc.*, San
11 Francisco County Superior Court, Case No. CGC-23-609836, filed October 18, 2023.

12 1.2 “Administrator” means Apex Class Action Administration (“Apex”), the neutral entity
13 the Parties have agreed to appoint to administer the Settlement.

14 1.3 “Administration Costs” means the amount the Administrator will be paid from the Gross
15 Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
16 Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary
17 Approval of the Settlement.

18 1.4 “Aggrieved Employee” means all hourly-paid, non-exempt employees currently or
19 formerly employed by Defendant Hog Island Oyster Company, Inc. in the State of California
20 during the PAGA Period.

21 1.5 “Class” means all persons currently or formerly employed by Defendant Hog Island
22 Oyster Company, Inc. as hourly-paid, non-exempt employees in the State of California who
23 worked during the Class Period.

24 1.6 “Class Counsel” means John G. Yslas, Samanta A. Smith, Jeffrey C. Bils, Aram
25 Boyadjian and Andrew Sandoval of Wilshire Law Firm, PLC and Jonathan Melmed and Kyle
26 Smith of Melmed Law Group.

27 1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class
28 Counsel and paid from the Gross Settlement Amount. Plaintiffs will request approval from the

1 Court of up to one-third (1/3) of the GSA (currently \$275,000.00 [two hundred seventy-five
2 thousand dollars and zero cents]), and Defendant will not oppose Plaintiffs' request.

3 1.8 "Class Counsel Litigation Expenses Payment" means the amount allocated to Class
4 Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action and
5 paid from the Gross Settlement Amount.

6 1.9 "Class Data" means Class Member identifying information in Defendant's possession
7 including the Class Member's name, last-known mailing address, Social Security number, and
8 number of Workweeks and PAGA Pay Periods.

9 1.10 "Class Member" or "Settlement Class Member" means a member of the Class, as either
10 a Participating Class Member or Non-Participating Class Member (including a Non-Participating
11 Class Member who qualifies as an Aggrieved Employee).

12 1.11 "Class Member Address Search" means the Administrator's investigation and search for
13 current Class Member mailing addresses using all reasonably available sources, methods, and
14 means including, but not limited to, the National Change of Address database, skip traces, and
15 direct contact by the Administrator with Class Members.

16 1.12 "Class Notice" means the Court approved Notice of Settlement and hearing date for
17 Final Approval, to be mailed to Class Members in English with a Spanish translation in the form,
18 without material variation, attached as Exhibit A and incorporated by reference into this
19 Agreement.

20 1.13 "Class Period" or "Class Settlement Period" means the period from June 1, 2019 through
21 the day the Court grants preliminary approval of the Settlement ("

22 1.14 "Class Representatives" means the named Plaintiffs Jens Hiersemann and Hernandito
23 Perez-Perez in the Actions.

24 1.15 "Class Representative Service Payment(s)" or "Enhancement Award(s)" means the
25 payment to the Class Representatives for initiating the Actions and providing services in support
26 of the Action.

27 1.16 "Court" means the Superior Court of California, County of Marin.

28 1.17 "Defendant" means named Defendant Hog Island Oyster Company, Inc.

1 1.18 “Defense Counsel” means Richard C. Rybicki and Jacqueline K. Loveless of Rybicki &
2 Associates, P.C.

3 1.19 “Effective Date” means the date by which both of the following have occurred: (a) the
4 Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
5 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
6 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
7 one or more Participating Class Members objects to the Settlement, the day after the deadline for
8 filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed,
9 the day after the appellate court affirms the Judgment and issues a remittitur.

10 1.20 “Final Approval” means the Court’s order granting final approval of the Settlement.

11 1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval
12 of the Settlement.

13 1.22 “Final Judgment” means the Judgment entered by the Court upon granting Final
14 Approval of the Settlement.

15 1.23 “Gross Settlement Amount” or “GSA” means \$825,000.00 (eight hundred twenty-five
16 thousand dollars with zero cents), which is the total amount Defendant agrees to pay under the
17 Settlement, except as provided in Paragraph 9 below. The Gross Settlement Amount will be used
18 to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment,
19 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representatives
20 Service Payments and Administration Costs.

21 1.24 “Individual Class Payment” means the Participating Class Member’s pro rata share of
22 the Net Settlement Amount calculated according to the number of Workweeks worked during the
23 Class Period.

24 1.25 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25%
25 of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during
26 the PAGA Period.

27 1.26 “Judgment” means the judgment entered by the Court based upon the Final Approval.
28

1 1.27 “LWDA” means the California Labor and Workforce Development Agency, the agency
2 entitled, under Labor Code section 2699, subd. (i).

3 1.28 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA
4 under Labor Code section 2699, subd. (i).

5 1.29 “Net Settlement Amount” means the Gross Settlement Amount, less the following
6 payments in the amounts approved by the Court: PAGA Penalties payment, Class Representative
7 Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment,
8 and the Administration Costs Payment. The remainder is to be paid to Participating Class
9 Members as Individual Class Payments.

10 1.30 “Non-Participating Class Member” means any Class Member who opts out of the
11 Settlement by sending the Administrator a valid and timely Request for Exclusion.

12 1.31 “Operative Class Complaints” means the operative class action complaints filed in the
13 Actions.

14 1.32 “Operative PAGA Complaints” means the operative PAGA complaints filed in the
15 Actions.

16 1.33 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee
17 worked for Defendant for at least one day during the PAGA Period.

18 1.34 “PAGA Period” means the period from October 18, 2022 through the day the Court
19 grants preliminary approval of the Settlement.

20 1.35 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

21 1.36 “PAGA Notices” means Plaintiff Perez-Perez’s October 18, 2023 letter (LWDA-CM-
22 988476-23) and Plaintiff Hiersemann’s January 14, 2024 letter (filed on January 15, 2024)
23 (LWDA-CM-1005017-24) to the LWDA and Defendant providing notice pursuant to Labor Code
24 section 2699.3, subd.(a).

25 1.37 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the
26 Gross Settlement Amount (\$41,250.00), allocated 25% to the Aggrieved Employees (\$10,312.50)
27 and 75% to LWDA (\$30,937.50) in settlement of PAGA claims.
28

1 1.38 “Participating Class Member” means a Class Member who does not submit a valid and
2 timely Request for Exclusion from the Settlement.

3 1.39 “Plaintiffs” means Jens Hiersemann and Hernandito Perez-Perez, the named plaintiffs
4 in the Actions.

5 1.40 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the
6 Settlement.

7 1.41 “Released Class Claims” means the claims being released as described in Paragraph 5.2
8 below.

9 1.42 “Released PAGA Claims” means the claims being released as described in Paragraph
10 5.3 below.

11 1.43 “Released Parties” means Defendant and all of Defendant’s parents, successors and
12 affiliates, and each of its former and present directors, officers, shareholders, employees and
13 assigns.

14 1.44 “Request for Exclusion” means a Class Member’s submission of a written request to be
15 excluded from the Class Settlement signed by the Class Member.

16 1.45 “Response Deadline” means forty-five (45) days after the Administrator mails Notice to
17 Class Members and Aggrieved Employees and shall be the last date on which Class Members
18 may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail
19 his or her Objection to the Settlement. Class Members to whom Notice packets are resent after
20 having been returned undeliverable to the Administrator shall have an additional fourteen (14)
21 calendar days beyond the Response Deadline has expired.

22 1.46 “Settlement” means the disposition of the Actions effected by this Agreement and the
23 Judgment.

24 1.47 “Workweek” means any week during which a Class Member worked for Defendant for
25 at least one day, during the Class Period.

26 **2. RECITALS.**

27 2.1 On June 1, 2023, Plaintiff Hiersemann filed a putative class action complaint alleging
28 Defendant (1) failed to pay minimum and straight time wages; (2) failed to pay overtime wages;

1 (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) failed to
 2 timely pay final wages at termination; (6) failed to provide accurate itemized wage statements;
 3 (7) failed to indemnify employees for expenditures; (8) made unlawful deductions from wages;
 4 and (9) violated California’s Unfair Competition Law, California Business and Professions Code
 5 section 17200, *et seq.* On January 15, 2024, pursuant to Labor Code §2699.3, subd.(a), Plaintiff
 6 Hiersemann gave notice to the LWDA and Defendant that Plaintiff Hiersemann intended to
 7 proceed with a representative action under PAGA (LWDA-CM-948664-23). On September 20,
 8 2024, after the 65-day statutory period passed, Plaintiff Hiersemann filed a PAGA complaint,
 9 alleging claims for penalties pursuant to Labor Code § 2699, *et seq.*

10 2.2 On October 18, 2023, Plaintiff Perez-Perez filed a putative class action complaint
 11 alleging Defendant (1) failed to pay minimum wages; (2) failed to pay overtime wages; (3) failed
 12 to pay accrued vacation wages; (4) failed to provide rest periods and pay miss rest period
 13 premiums; (5) failed to provide meal periods and pay meal period premiums; (6) failed to
 14 maintain accurate employment records; (7) failed to pay wages timely during employment; (8)
 15 failed to pay all wages earned and unpaid at separation; (9) failed to indemnify all necessary
 16 business expenditures; (10) failed to furnish accurate itemized wage statements; and (11) violated
 17 California’s Unfair Competition Law, California Business and Professions Code section 17200,
 18 *et seq.* On October 18, 2023, pursuant to Labor Code §2699.3, subd.(a), Plaintiff Perez-Perez
 19 gave notice to the LWDA and Defendant that Plaintiff Perez-Perez intended to proceed with a
 20 representative action under PAGA (LWDA-CM-948664-23). On November 6, 2024, after the 65-
 21 day statutory period passed, Plaintiff Perez-Perez amended his complaint to add a PAGA cause
 22 of action, alleging claims for penalties pursuant to Labor Code § 2699, *et seq.*

23 2.3 Defendant denies the allegations in the Actions, denies any failure to comply with the
 24 laws identified in the Actions, and denies any and all liability for the causes of action alleged in
 25 the Actions.

26 2.4 On September 25, 2024, the Parties participated in an all-day mediation presided over
 27 by mediator Tripper Ortman. With the help of Mr. Ortman, the Parties were able to reach an
 28

1 agreement on general settlement terms at mediation and executed a Memorandum of
2 Understanding the following day.

3 2.5 In advance of mediation, Class Counsel conducted a thorough investigation into the facts
4 of, and applicable law to, the Actions. Prior to mediation, Plaintiffs obtained and analyzed a
5 representative sampling of time and payroll data for Class Members and the necessary policy
6 documents through informal discovery to properly evaluate the strengths and weakness of the
7 claims and engage in meaningful settlement discussions. Plaintiffs' investigation was sufficient
8 to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48
9 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-
10 130 (2008) ("*Dunk/Kullar*").

11 2.6 The Court has not granted class certification because the Parties engaged in mediation
12 before any class certification.

13 2.7 The Parties are aware of a matter pending in Marin County Superior Court, *Renderos v.*
14 *Hog Island Oyster Company*, Case No. 0001997, which is a putative class action complaint for
15 restitution only under California Business & Professions Code sections 17200, *et seq.*, filed on
16 February 7, 2024, after the Actions were filed. The Plaintiff in the *Renderos* matter is aware of
17 the Actions, and pending settlement, which covers the same claim and same putative class
18 members.

19 3. **MONETARY TERMS.**

20 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
21 Defendant will pay \$825,000.00 (eight hundred twenty-five thousand dollars and zero cents) and
22 no more as the Gross Settlement Amount, to fully settle, resolve, and extinguish all claims
23 asserted in the Actions, or that could reasonably have been asserted, including without limitation
24 all claims asserted in the PAGA Notices, or that could reasonably have been asserted in the PAGA
25 Notices. The Gross Settlement Amount is non-reversionary and does not include employer payroll
26 taxes owed on amounts allocated for claims for wages for time worked (the wage portions of the
27 Individual Class Payments), which Defendant will pay separately.
28

1 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct
 2 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
 3 in the Final Approval:

4 3.2.1 To Plaintiffs: A payment for the Class Representative Service Payments to Plaintiffs
 5 of not more than \$10,000.00 (ten thousand dollars and zero cents) each in addition to any
 6 Individual Class Payment and any Individual PAGA Payment the Class Representatives are
 7 entitled to receive as Participating Class Members. Defendant will not oppose Plaintiffs' request
 8 for Class Representative Service Payments that do not exceed this amount. As part of the motion
 9 for the Class Counsel Fees and Litigation Expenses Payments, Plaintiffs will seek Court approval
 10 for any Class Representative Service Payment no later than 16 (sixteen) court days prior to the
 11 Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class
 12 Representative Service Payment less than the amount requested, the Administrator will retain the
 13 remainder in the Net Settlement Amount to be distributed to Participating Class Members. The
 14 Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs
 15 assume full responsibility and liability for employee taxes owed on the Class Representative
 16 Service Payments.

17 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3)
 18 of the GSA, which is currently estimated to be \$275,000.00 (two hundred seventy-five thousand
 19 dollars and zero cents) and a Class Counsel Litigation Expenses Payment for reimbursement of
 20 actual costs. Defendant will not oppose requests for these payments. Plaintiffs and/or Class
 21 Counsel will file a motion for Class Counsel Fees and Litigation Expenses Payment no later than
 22 16 (sixteen) court days prior to the Final Approval Hearing, or as otherwise ordered by the Court.
 23 If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses
 24 Payment less than the amounts requested, the Administrator will allocate the remainder to the Net
 25 Settlement Amount for distribution to Participating Class Members. Released Parties shall have
 26 no liability to Class Counsel or any other Plaintiffs' counsel arising from any claim to any portion
 27 of Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The
 28 Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment

1 using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for
2 taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses
3 Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or
4 controversy regarding any division or sharing of any of these Payments.

5 3.2.3 To the Administrator: An Administrator Costs Payment for actual costs, not to
6 exceed \$11,750.00 (eleven thousand seven hundred and fifty dollars and zero cents) except for a
7 showing of good cause and as approved by the Court. To the extent the Administration Costs are
8 less or the Court approves payment of less than requested, the Administrator will retain the
9 remainder in the Net Settlement Amount to be distributed to Participating Class Members.

10 3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by
11 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
12 Participating Class Members during the Class Period, and (b) multiplying the result by each
13 individual Participating Class Member's Workweeks.

14 3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of
15 each Participating Class Member's Individual Class Payment will be allocated to the Settlement
16 of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be
17 reported on an IRS W-2 Form. The remaining eighty percent (80%) of each Participating Class
18 Member's Individual Class Payment will be allocated to the settlement of claims for interest,
19 penalties and claims not reflecting wages for time worked (the "Non-Wage Portion"). The Non-
20 Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms.
21 Participating Class Members assume full responsibility and liability for any employee taxes owed
22 on their Individual Class Payment.

23 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual
24 Class Payments. Non-Participating Class Members will not receive any Individual Class
25 Payments. The Administrator will retain amounts equal to their Individual Class Payments in the
26 Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

27 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
28 \$41,250.00 (forty-one thousand two hundred fifty dollars) to be paid from the Gross Settlement

1 Amount, with 75% (\$30,937.50) allocated to the LWDA PAGA Payment and 25% (\$10,312.50)
2 allocated to the Individual PAGA Payments.

3 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a)
4 dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties of \$10,312.50
5 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the
6 PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA
7 Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on
8 their Individual PAGA Payment.

9 3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested,
10 the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to
11 Participating Class Members. The Administrator will report the Individual PAGA Payments on
12 IRS 1099 Forms.

13 4. **SETTLEMENT FUNDING AND PAYMENTS.**

14 4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its
15 records, Defendant represents there are an estimated 781 Class Members who collectively worked
16 a total of 50,0000 workweeks from June 1, 2019 through September 25, 2024.

17 4.2 Class Data. Not later than seven (10) days after the Court grants Preliminary Approval
18 of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a
19 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must
20 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement
21 and for no other purpose, and restrict access to the Class Data to Administrator employees who
22 need access to the Class Data to effect and perform under this Agreement. Defendant has a
23 continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted
24 class member identifying information and to provide corrected or updated Class Data as soon as
25 reasonably feasible. Without any extension of the deadline by which Defendant must send the
26 Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts,
27 in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class
28 Data.

1 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
2 Amount and the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting
3 the funds to the Administrator no later than 30 (thirty) days after the Effective Date.

4 4.4 Payments from the Gross Settlement Amount. Within seven (7) days after Defendant
5 fully funds the GSA, the Administrator will mail checks for all Individual Class Payments, all
6 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the
7 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
8 Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class
9 Counsel Litigation Expenses Payment, and the Class Representative Service Payments shall not
10 precede disbursement of Individual Class Payments and Individual PAGA Payments.

11 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or
12 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The
13 face of each check shall prominently state the date (180 days after the date of mailing) when the
14 check will be voided (“Void Date”). The Administrator will cancel all checks not cashed by the
15 Void Date. The Administrator will send checks for Individual Settlement Payments to all
16 Participating Class Members (including those for whom the Class Notice was returned
17 undelivered). The Administrator will send checks for Individual PAGA Payments to all
18 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
19 Employees (including those for whom Class Notice was returned undelivered). The Administrator
20 may send Participating Class Members a single check combining the Individual Class Payment
21 and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator
22 must update the recipients’ mailing addresses using the National Change of Address Database.

23 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class
24 Members whose checks are returned undelivered without USPS forwarding address. Within seven
25 (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
26 forwarding address provided or to an address ascertained through the Class Member Address
27 Search. The Administrator need not take further steps to deliver checks to Class Members whose
28 re-mailed checks are returned as undelivered. The Administrator shall promptly send a

1 replacement check to any Class Member whose original check was lost or misplaced, requested
2 by the Class Member prior to the void date.

3 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA
4 Payment check is uncashed and canceled after the void date, the Administrator shall transmit the
5 funds represented by such checks to the California Controller's Unclaimed Property Fund in the
6 name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of
7 California Code of Civil Procedure Section 384, subd. (b).

8 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall
9 not obligate Defendant to confer any additional benefits or make any additional payments to Class
10 Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

11 5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the Gross
12 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual
13 Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all
14 Released Parties as follows:

15 5.1 **Plaintiffs' Release.** Plaintiffs and their respective representatives, agents, attorneys,
16 heirs, administrators, successors and assigns, release and discharge Released Parties from all
17 claims, rights, damages, penalties, liabilities, expenses, losses, transactions, or occurrences, that
18 occurred during the Class Period, including without limitation all claims that were, or reasonably
19 could have been, alleged, based on the facts contained in the Operative Complaints (the Actions);
20 and claims under the Fair Employment and Housing Act, Americans with Disabilities Act, Title
21 VII of the Civil Rights Act of 1964, the California Labor Code, and all equivalent claims under
22 state and federal law ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or
23 actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits,
24 disability benefits, social security benefits, workers' compensation benefits that arose at any time,
25 or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may
26 discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or
27 believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in
28 all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

1 5.1.1 Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542. For
2 purposes of Plaintiffs’ Release, Plaintiffs expressly waive and relinquish the provisions, rights,
3 and benefits, if any, of section 1542 of the California Civil Code, which reads:

4 A general release does not extend to claims that the creditor or releasing party does
5 not know or suspect to exist in his or her favor at the time of executing the release,
6 and that if known by him or her would have materially affected his or her settlement
7 with the debtor or Released Party.

8 5.2 Released Class Claims: All Participating Class Members will release all claims, rights,
9 demands, liabilities, damages, liabilities, expenses, losses and causes of action, in law or in equity,
10 arising at any time during the Class Period for the claims brought by Plaintiffs in the Operative
11 Class Complaints, or that could have been brought by Plaintiffs against Defendant in the
12 Operative Class Complaints based on the facts alleged therein, including without limitation: Any
13 and all causes of action, claims, rights, damages, punitive or statutory damages, penalties,
14 liabilities, expenses, and losses alleged in the Operative Class Complaints, or that could have been
15 alleged based upon the facts alleged in the operative complaints. The release shall include,
16 without limitation, all of the following to the extent that they were alleged or could have been
17 alleged based upon the facts stated in the operative complaint: (a) any alleged failure by
18 Defendant (1) to pay wages, reporting time pay, minimum wages, vacation or overtime; (2) to
19 provide meal or rest periods or compensation in lieu thereof; (3) to provide compliant wage
20 statements; (4) to timely pay wages during or at the end of alleged employment; (5) to accurately
21 record work hours and meal break periods; (6) to reimburse for all necessary business expenses;
22 (7) violation of the Unfair Competition Law, Business & Professions Code section 17200 *et seq.*,
23 and (b) any right or claim for unfair business practices in violation of California Business &
24 Professions Code sections 17200, *et seq.*, based on the alleged failures set forth in (a)(1) through
25 (a)(6) above; and (c) any violation of the California Labor Code arising from or related to the
26 conduct alleged in (a)(1) through (a)(7) above, including, without limitation, violation of
27 California Labor Code sections 201–204, 216, 226, 226.7, 226.8, 510, 512, 516, 558, 1182.11,
28 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2802, or any other state or federal statute, rule

1 and/or regulation (Wage Order), or similar causes of action which any Settlement Class Member
2 has or might have that was alleged or by reason of or in connection with any matter or fact set
3 forth or referred to in the Operative Class Complaints, during the Class Period. Nothing in this
4 Agreement shall release any claims that were not alleged in the Operative Class Complaints or
5 could not have been alleged based on the facts alleged in the Operative Class Complaints.
6 Nothing in this release shall release or limit any obligation created by this Agreement

7 5.3 Released PAGA Claims: The claims released by Aggrieved Employees, including Non-
8 Participating Class Members who are Aggrieved Employees, are all claims for PAGA civil
9 penalties that are alleged or reasonably could have been alleged based on the facts alleged in the
10 Operative PAGA Complaints or alleged in Plaintiffs' notices to the LWDA (the "Released PAGA
11 Claims"). The Released PAGA Claims are those that accrued during the PAGA Period only. The
12 State of California shall release all and any PAGA claims rights, demands, liabilities, penalties,
13 fines, debts and causes of action, arising from the PAGA claims pled in the Actions or LWDA
14 notices; or that could have been pled in the Actions based on the allegations therein.

15 6. MOTION FOR PRELIMINARY APPROVAL. Plaintiffs will prepare and file a motion
16 for preliminary approval ("Motion for Preliminary Approval").

17 6.1 Plaintiffs Responsibilities. Plaintiffs will prepare all documents necessary for obtaining
18 Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the
19 Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*
20 and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2));
21 (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement;
22 (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiffs confirming willingness
23 and competency to serve and disclosing all facts relevant to any actual or potential conflicts of
24 interest with Class Members, and/or the Administrator; (v) a signed declaration from Class
25 Counsel firm attesting to its competency to represent the Class Members; its timely transmission
26 to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section
27 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement
28

1 (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential
2 conflict of interest with Class Members, and/or the Administrator.

3 6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
4 for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a
5 prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary
6 Approval no later than 16 (sixteen) court days before the hearing, unless otherwise ordered by the
7 Court, and deliver the Court’s Preliminary Approval Order to the Administrator.

8 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
9 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
10 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
11 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
12 Preliminary Approval or conditions Preliminary Approval on any material change to this
13 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
14 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
15 otherwise satisfy the Court’s concerns.

16 7. **SETTLEMENT ADMINISTRATION.**

17 7.1 Selection of Administrator. The Parties have jointly selected Apex to serve as the
18 Administrator and verified that, as a condition of appointment, the Administrator agrees to be
19 bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in
20 exchange for payment of Administration Costs. The Parties and their Counsel represent that they
21 have no interest or relationship, financial or otherwise, with the Administrator other than a
22 professional relationship arising out of prior experiences administering settlements.

23 7.2 Employer Identification Number. The Administrator shall have and use its own
24 Employer Identification Number for purposes of calculating payroll tax withholdings and
25 providing reports to state and federal tax authorities.

26 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
27 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation
28 section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into

1 the QSF prior to distribution by the Administrator will become part of the NSA for distribution
2 to Participating Class Members.

3 7.4 Notice to Class Members.

4 7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator
5 shall notify Class Counsel that the list has been received and state the number of Class Members,
6 Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14
8 (fourteen) days after receiving the Class Data, the Administrator will send to all Class Members
9 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class
10 Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit
11 A. The first page of the Class Notice shall prominently estimate the dollar amounts of any
12 Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and
13 the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before
14 mailing Class Notices, the Administrator shall update Class Member addresses using the National
15 Change of Address database.

16 7.4.3 Not later than five (5) calendar days after the Administrator’s receipt of any Class
17 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
18 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
19 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class
20 Notice to the most current address obtained. The Administrator has no obligation to make further
21 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the
22 USPS a second time.

23 7.4.4 The deadlines for Class Members’ written objections, challenges to Workweeks
24 and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen days (14)
25 days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members
26 whose notice is re-mailed. The Administrator will inform the Class Member of the extended
27 deadline with the re-mailed Class Notice.

1 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
2 discovers any persons who believe they should have been included in the Class Data and should
3 have received Class Notice, the Parties will expeditiously meet and confer in person or by
4 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
5 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
6 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
7 requiring them to exercise options under this Agreement not later than 14 (fourteen) days after
8 receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

9 7.5 Requests for Exclusion (Opt-Outs).

10 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
11 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
12 later than 45 (forty-five) days after the Administrator mails the Class Notice (plus an additional
13 14 (fourteen) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion
14 is a letter from a Class Member or his/her representative that reasonably communicates the Class
15 Member's election to be excluded from the Settlement and includes the Class Member's name,
16 address and email address or telephone number. To be valid, a Request for Exclusion must be
17 timely faxed, emailed, or postmarked by the Response Deadline.

18 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
19 to contain all the information specified in the Class Notice. The Administrator shall accept any
20 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
21 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
22 determination shall be final and not appealable or otherwise susceptible to challenge. If the
23 Administrator has reason to question the authenticity of a Request for Exclusion, the
24 Administrator may demand additional proof of the Class Member's identity. The Administrator's
25 determination of authenticity shall be final and not appealable or otherwise susceptible to
26 challenge.

27 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
28 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and

1 bound by all terms and conditions of the Settlement, including the Participating Class Members'
2 Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating
3 Class Member actually receives the Class Notice or objects to the Settlement.

4 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
5 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
6 right to object to the class action components of the Settlement. Because future PAGA claims are
7 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
8 are Aggrieved Employees are deemed to release the Released PAGA Claims identified in
9 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

10 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 (forty-five)
11 days after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for
12 Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks
13 and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member
14 may challenge the allocation by communicating with the Administrator via fax, email or mail.
15 The Administrator must encourage the challenging Class Member to submit supporting
16 documentation. In the absence of any contrary documentation, the Administrator is entitled to
17 presume that the Workweeks contained in the Class Notice are correct so long as they are
18 consistent with the Class Data. The Administrator's determination of each Class Member's
19 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
20 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the
21 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
22 Administrator's determination of the challenges.

23 7.7 Objections to Settlement.

24 7.7.1 Only Participating Class Members may object to the class action components of the
25 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
26 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
27 Payment and/or Class Representative Service Payments.

1 7.7.2 Participating Class Members may send written objections to the Administrator, by
2 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
3 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
4 Participating Class Member who elects to send a written objection to the Administrator must do
5 so not later than 45 (forty-five) days after the Administrator’s mailing of the Class Notice (plus
6 an additional 14 (fourteen) days for Class Members whose Class Notice was re-mailed).

7 7.7.3 Non-Participating Class Members have no right to object to any of the class action
8 components of the Settlement.

9 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
10 performed or observed by the Administrator contained in this Agreement or otherwise.

11 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish,
12 maintain and use an internet website to post information of interest to Class Members including
13 the date, time and location for the Final Approval Hearing and copies of the Settlement
14 Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice;
15 Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation
16 Expenses Payment and Class Representative Service Payments; the Final Approval Order; and
17 the Judgment. The Administrator will also maintain and monitor an email address and a toll-free
18 telephone number to receive Class Member calls, faxes and emails.

19 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
20 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later
21 than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
22 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
23 and other identifying information of Class Members who have timely submitted valid Requests
24 for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class
25 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
26 Exclusion from Settlement submitted (whether valid or invalid).

27 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports
28 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class

1 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether
 2 valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods
 3 received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA
 4 Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment
 5 of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and
 6 objections received.

7 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to
 8 address and make final decisions consistent with the terms of this Agreement on all Class Member
 9 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision
 10 shall be final and not appealable or otherwise susceptible to challenge.

11 7.8.5 Administrator’s Declaration. Not later than 14 (fourteen) days before the date by
 12 which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the
 13 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
 14 for filing in Court attesting to its due diligence and compliance with all of its obligations under
 15 this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices
 16 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the
 17 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
 18 number of written objections and attach the Exclusion List. The Administrator will supplement
 19 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
 20 for filing the Administrator’s declaration(s) in Court.

21 7.8.6 Final Report by Settlement Administrator. Within 10 (ten) days after the
 22 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide
 23 Class Counsel and Defense Counsel with a final report detailing its disbursements by employee
 24 identification number only of all payments made under this Agreement. At least 15 (fifteen) days
 25 before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel
 26 and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement
 27 of all payments required under this Agreement. Class Counsel is responsible for filing the
 28 Administrator's declaration in Court.

1 8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records,
 2 Defendant represents there are **781** Class Members who collectively worked a total of **50,000**
 3 Workweeks from June 1, 2019 through September 25, 2024 (“Escalator Period”). Should the
 4 Workweeks worked during the Escalator Period increase beyond 5% worked by the Class
 5 Members during the Escalator Period, Defendant shall increase the GSA on a pro-rata basis equal
 6 to the percentage increase in the number of workweeks worked by the Class Members above 5%.
 7 For example, if the number of workweeks increase by 10% through the Escalator Period, then the
 8 GSA shall increase by 5%. If this provision is triggered so as to increase the GSA, the Parties
 9 agree that the portion of the GSA allocated to attorneys’ fees will increase proportionally such
 10 that the total amount of attorneys’ fees remains one-third of the GSA after the upward adjustment
 11 required by this provision is implemented.

12 9. **DEFENDANT’S RIGHT TO WITHDRAW.** If the valid Requests for Exclusion identified
 13 in the Exclusion List represent more than an aggregate total of 5% of Class Members (i.e. more
 14 than 40 opt-outs), Defendant may, but is not obligated, to elect to revoke the Settlement. The
 15 Parties agree that, if Defendant withdraws, the Settlement shall be *void ab initio*, have no force
 16 or effect whatsoever, and that neither Party will have any further obligation to perform under this
 17 Agreement; provided, however, Defendant will remain responsible for paying all Settlement
 18 Administration Costs incurred to that point. Defendant must notify Class Counsel and the Court
 19 of its election to withdraw not later than 5 (five) business days after the Administrator sends the
 20 final Exclusion List to Defense Counsel; late elections will have no effect.

21 10. **MOTION FOR FINAL APPROVAL.** Not later than 16 (sixteen) court days before the
 22 calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiffs will file
 23 in Court, a Motion for Final Approval of the Settlement that includes a request for approval of
 24 the PAGA settlement under Labor Code section 2699, subd. (1); a Proposed Final Approval Order;
 25 and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide
 26 drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class
 27 Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and
 28 in good faith, to resolve any disagreements concerning the Motion for Final Approval.

1 10.1 Response to Objections. Each Party retains the right to respond to any objection raised
2 by a Participating Class Member, including the right to file responsive documents in Court no
3 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
4 accepted by the Court.

5 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
6 Approval on any material change to the Settlement (including, but not limited to, the scope of
7 release to be granted by Class Members), the Parties will expeditiously work together in good
8 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final
9 Approval. The Court’s decision to award less than the amounts requested for the Class
10 Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation
11 Expenses Payment, and/or Administrator Costs Payment shall not constitute a material
12 modification to the Agreement within the meaning of this paragraph.

13 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
14 Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes
15 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
16 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

17 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
18 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
19 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
20 counsel, and all Participating Class Members who did not object to the Settlement as provided in
21 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
22 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
23 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
24 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’
25 obligations to perform under this Agreement will be suspended until such time as the appeal is
26 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
27 of the Net Settlement Amount.

1 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
2 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
3 modification of this Agreement (including, but not limited to, the scope of release to be granted
4 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
5 expeditiously work together in good faith to address the appellate court’s concerns and to obtain
6 Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration
7 Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the
8 Court’s award of the Class Representative Service Payments or any payments to Class Counsel
9 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
10 as long as the Gross Settlement Amount remains unchanged.

11 11. **AMENDED JUDGMENT**. If any amended judgment is required under Code of Civil
12 Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended
13 judgment.

14 12. **ADDITIONAL PROVISIONS**.

15 12.1 No Admission of Liability, Class Certification or Representative Manageability for
16 Other Purposes. This Agreement represents a compromise and settlement of highly disputed
17 claims. Nothing in this Agreement is intended or should be construed as an admission by
18 Defendant that any of the allegations in the Operative Complaints have merit or that Defendant
19 has any liability for any claims asserted; nor should it be intended or construed as an admission
20 by Plaintiffs that Defendant’s defenses in the Actions have merit. The Parties agree that class
21 certification and representative treatment is for purposes of this Settlement only. If, for any
22 reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendant
23 reserves the right to contest certification of any class for any reason, Defendant reserves all
24 available defenses to the claims in the Actions, and Plaintiffs reserve the right to move for class
25 certification on any grounds available and to contest Defendant’s defenses. The Settlement, this
26 Agreement and Parties’ willingness to settle the Action will have no bearing on, and will not be
27 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
28 Settlement and this Agreement).

1 12.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant, and
2 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
3 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
4 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
5 or indirectly, specifically or generally, to any person, corporation, association, government
6 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
7 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
8 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order
9 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
10 agency. Each Party agrees to immediately notify the other Party of any judicial or agency order,
11 inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant, and Defense
12 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
13 communication, before the filing of the Motion for Preliminary Approval, with any third party
14 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
15 "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
16 communications with Class Members in accordance with Class Counsel's ethical obligations
17 owed to Class Members.

18 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and
19 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
20 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
21 to communicate with Class Members in accordance with Defense Counsel's and Class Counsel's
22 ethical obligations and Class Counsel's fiduciary duties owed to Class Members.

23 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
24 together with its attached exhibits shall constitute the entire agreement between the Parties
25 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
26 inducements made to or by any Party.

27 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
28 represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate

1 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
2 its terms, and to execute any other documents reasonably required to effectuate the terms of this
3 Agreement including any amendments to this Agreement.

4 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
5 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
6 Settlement Agreement, submitting supplemental evidence and supplementing points and
7 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
8 or content of any document necessary to implement the Settlement, or on any modification of the
9 Agreement that may become necessary to implement the Settlement, the Parties will seek the
10 assistance of a mediator and/or the Court for resolution.

11 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not
12 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
13 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
14 action, or right released and discharged by the Party in this Settlement.

15 12.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are
16 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
17 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
18 Part 10, as amended) or otherwise.

19 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
20 modified, changed, or waived only by an express written instrument signed by all Parties or their
21 representatives, and approved by the Court.

22 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
23 to the benefit of, the successors of each of the Parties.

24 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
25 governed by and interpreted according to the internal laws of the state of California, without
26 regard to conflict of law principles.

1 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
2 of this Agreement. This Agreement will not be construed against any Party on the basis that the
3 Party was the drafter or participated in the drafting.

4 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
5 entered during Action and in this Agreement relating to the confidentiality of information shall
6 survive the execution of this Agreement.

7 12.14 Headings. The descriptive heading of any section or paragraph of this Agreement is
8 inserted for convenience of reference only and does not constitute a part of this Agreement.

9 12.15 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
10 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
11 weekend or federal legal holiday, such date or deadline shall be on the first business day
12 thereafter.

13 12.16 Notice. All notices, demands, or other communications between the Parties in
14 connection with this Agreement will be in writing and deemed to have been duly given as of the
15 third business day after mailing by United States mail, or the day sent by email or messenger,
16 addressed as follows:

17
18 To Plaintiffs:

19 John G. Yslas
20 john.yslas@wilshirelawfirm.com
21 Samantha A. Smith
22 Samantha.smith@wilshirelawfirm.com
23 Jeffrey C. Bils (SBN 301629)
24 jbils@wilshirelawfirm.com
25 Aram Boyadjian (SBN 334009)
26 aboyadjian@wilshirelawfirm.com
27 Andrew Sandoval (SBN 346996)
28 andrew.sandoval@wilshirelawfirm.com
 WILSHIRE LAW FIRM
 3055 Wilshire Blvd., 12th Floor
 Los Angeles, California 90010
 Telephone: (213) 381-9988
 Facsimile: (213) 381-9989

MELMED LAW GROUP P.C.

Jonathan Melmed
Kyle D. Smith
1801 Century Park East, Suite 850
Los Angeles, California 90067
Phone: (310) 824-3828
Fax: (310) 862-6851

To Defendant:

RYBICKI & ASSOCIATES, P.C.

Richard C. Rybicki (SBN 160096)
Jacqueline K. Loveless (SBN 173308)
10 Executive Court, Suite 204
Napa, California 94558
T. 707-222-6361 | F. 707-222-6383
Email: e-service@rybickiassociates.com

12.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically if the signature may be validated (i.e. DocuSign), or by email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

IT IS SO AGREED.

By the Parties:

12/9/2024
DATED: _____

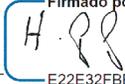
Signed by:

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Plaintiff Jens Hiersemann

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DATED: 12/18/2024 _____

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Plaintiff Hernandito Perez-Perez

DATED: _____

Defendant Hog Island Oyster Company, Inc.

By: _____

Position: _____

1 DATED: _____

2 Plaintiff Hernandito Perez-Perez

3
4 DATED: 1-8-25

5
6 Defendant Hog Island Oyster Company, Inc.

7 By: John Finger

8 Position: CEO

9 EXHIBIT A

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EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

Jens Hiersemann v. Hog Island Oyster Company, Inc.,
Marin County Superior Court, Case Nos. CV0000309, CV0004016;
Hernandito Perez-Perez v. Hog Island Oyster Company, Inc.,
San Francisco County Superior Court, Case No. CGC-23-609836 (add)

***The Marin County Superior Court authorized this notice.
It is not junk mail, spam, an advertisement, or solicitation by a lawyer.
Please read it carefully! You are not being sued.***

You may be eligible to receive money from employee class action lawsuits (“Actions”) against Hog Island Oyster Company, Inc. (“Defendant”) for alleged wage and hour violations. The Actions were filed by former employees, Jens Hiersemann and Hernandito Perez-Perez, and seek payment of unpaid wages and other relief for of non-exempt employees (“Class Members”) who worked for Defendant during the Class Period (June 1, 2019 to XXXX); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all Class Members who worked for Defendant during the PAGA Period (October 18, 2022 to XXXX) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA settlement requiring Defendant to fund Individual PAGA Payments and pay PAGA Penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked _____ Workweeks during the Class Period and you worked _____ Pay Periods during the PAGA Period.** If you believe that you worked more during either period, you can submit a challenge by the deadline date.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. **READ THIS NOTICE CAREFULLY.** You will be deemed to have read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendant for claims released in the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant’s records indicate that you worked for Defendant Hog Island Oyster Company, Inc. at some point(s) between June 1, 2019 through **XXXX**, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members’ claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys’ General Act (“PAGA”). If you are a Class Member, you are also an “Aggrieved Employee” if you worked for Defendant during the “PAGA Period,” which is October 18, 2022 through **XXXX**.

If the Court grants Final Approval of the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator’s contact information can be found in Section 12, below).

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of the Action is the Marin County Superior Court. The cases are titled *Jens Hiersemann v. Hog Island Oyster Company, Inc.*, Case Nos. CV0000309 and CV0004016 filed in Marin County Superior Court; and *Hernandito Perez-Perez v. Hog Island Oyster Company, Inc.*, Case No. CGC-23-609836, filed in San Francisco County Superior Court. The persons who sued, Jens Hiersemann and

QUESTIONS? CALL **1-800-XXX-XXXX** TOLL FREE

Hernandito Perez-Perez, are the Plaintiffs, and the company sued, Hog Island Oyster Company, Inc., is the Defendant.

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiffs in the lawsuits allege wage and hour violations against Defendant for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to pay accrued vacation wages; (4) failure to provide rest periods and pay rest period premiums; (5) failure to provide meal periods and pay meal period premiums; (6) failure to maintain accurate employment records; (7) failure to pay wages timely; (8) failure to pay all wages earned and unpaid at separation; (9) failure to indemnify all necessary business expenditures; (10) failure to furnish accurate itemized wage statements; and (11) violation of California's Unfair Competition Law, California Business and Professions Code section 17200, *et seq.* In addition, Plaintiffs are seeking to recover civil penalties pursuant to PAGA ("PAGA Penalties") based on the same alleged violations of the California Labor Code listed above.

Defendant strongly denies violating any laws or failing to pay any wages, and contends it complied with all applicable laws.

So far, the Court has made no determination whether Hog Island Oyster Company, Inc. or Plaintiffs are correct.

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called "Class Representatives" (in this case, the Plaintiffs) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of the Plaintiffs or Defendant on the merits of the claims alleged in the lawsuit. Plaintiffs believe Plaintiffs would win at trial. Defendant thinks that Plaintiffs' lawsuit would not proceed to a trial and/or that Plaintiffs would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiffs, as well as Plaintiffs' lawyers (called "Class Counsel"), believe the Settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: All employees of Defendant who were classified as non-exempt and worked within the State of California at any time from June 1, 2019 through XXXX.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount (“GSA”) of \$825,000.00 (eight hundred twenty-five thousand dollars with zero cents) to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys’ fees of one-third of the FSA or \$275,000.00 and reimbursement for reasonable costs; Class Representative Service Payments of \$10,000.00 to each Plaintiff (for Plaintiffs’ work and efforts prosecuting this case); a PAGA Penalties payment of \$41,250.00 to resolve the PAGA claims; and Settlement Administration Costs to [ADMINISTRATOR], not to exceed \$_____.00. The exact amount of the Class Counsel’s Fees and Litigation Expenses, Class Representative Service Payments, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the “Net Settlement Amount” or the “NSA,” is currently estimated to be approximately \$XXXXXXX. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded (“opt out”) of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$41,250.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties payment, or \$41,250.00, will be paid to the California Labor and Workforce Development Agency. The remaining 25% of the PAGA Penalties payment, or \$10,312.50, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

Individual Class Payment: Your Individual Class Payment is based on the number Workweeks you worked, as represented in Defendant’s records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (June 1, 2019 to XXXX). Eighty percent (80%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and twenty percent (20%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 20% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you worked for Defendant from October 18, 2022 to XXXX (“PAGA Period”), you are also an “Aggrieved Employee” and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees' Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on a Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement. *See, e.g., Robinson v So. County Oil*, 53 Cal. App. 476 (2020).

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 12 below.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on , to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order granting final approval.

Following the Effective Date, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees approximately 30 days after the Court's approval of the Settlement becomes final so long as there are no appeals.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Participating Class Member and/or Aggrieved Employee who did not cash his or her settlement check. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. You can search for unclaimed property on the State's website at: https://www.sco.ca.gov/search_upd.html

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving

up or “releasing” the Released Class Claims described below against Defendant and all of Defendant’s parents, successors and affiliates (“Released Parties”). The releases become effective once the GSA is fully funded by Defendant.

Released Class Claims: The “Released Class Claims” shall include all claims alleged or which could have reasonably could have been alleged based on the facts in the Operative Complaints that arose during the Class Period including: Any and all causes of action, claims, rights, damages, punitive or statutory damages, penalties, liabilities, expenses, and losses alleged in the Operative Class Complaints, or that could have been alleged based upon the facts alleged in the operative complaints. The release shall include, without limitation, all of the following to the extent that they were alleged or could have been alleged based upon the facts stated in the operative complaints: (a) any alleged failure by Defendant (1) to pay wages, reporting time pay, minimum wages, vacation or overtime; (2) to provide meal or rest periods or compensation in lieu thereof; (3) to provide compliant wage statements; (4) to timely pay wages during or at the end of alleged employment; (5) to accurately record work hours and meal break periods; (6) to reimburse for all necessary business expenses; (7) violation of the Unfair Competition Law, Business & Professions Code section 17200 *et seq.*, and (b) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, based on the alleged failures set forth in (a)(1) through (a)(6) above; and (c) any violation of the California Labor Code arising from or related to the conduct alleged in (a)(1) through (a)(7) above, including, without limitation, violation of California Labor Code sections 201–204, 216, 226, 226.7, 226.8, 510, 512, 516, 558, 1182.11, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2802, or any other state or federal statute, rule and/or regulation (Wage Order), or similar causes of action which any Settlement Class Member has or might have that was alleged or by reason of or in connection with any matter or fact set forth or referred to in the Operative Class Complaints, during the Class Period.

Released PAGA Claims: If you an Aggrieved Employee (i.e. if you worked for Defendant during the PAGA Period), you will also release all claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, (“Released PAGA Claims”). The Released PAGA Claims applies to claims arising during the PAGA Period only. The State of California shall release all and any PAGA claims rights, demands, liabilities, penalties, fines, debts and causes of action, arising from the PAGA claims pled in the Actions or LWDA notices; or that could have been pled in the Actions based on the allegations therein.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator a written and signed request for exclusion which must be postmarked no later than [45 days after Class Notice is Mailed]. Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your request for exclusion to the settlement Administrator at:

[ADMINISTRATOR]
Hog Island Oyster Company, Inc. Settlement
XXXXX
City, State, XXXXX

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

Email:

Fax:

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (October 18, 2022 through XXXX). If you ask to be excluded, you may be able to sue (or continue to sue) Defendant in the future.

13. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is [45 days after Class Notice is Mailed].

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

No. If you exclude yourself, you will not receive any money from this Settlement. However, if you timely exclude yourself from the Settlement, you will retain the right to pursue your own legal action against Defendant, if you desire.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that Wilshire Law Firm, PLC and Melmed Law Group, P.C. are qualified to represent you and the Class Members in the lawsuit. These lawyers are called Class Counsel and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

John G. Yslas
john.yslas@wilshirelawfirm.com
Samantha A. Smith
Samantha.smith@wilshirelawfirm.com
Jeffrey C. Bills
jbills@wilshirelawfirm.com
Aram Boyadjian
aboyadjian@wilshirelawfirm.com
Andrew Sandoval
andrew.sandoval@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

MELMED LAW GROUP P.C.
Jonathan Melmed
Kyle D. Smith
1801 Century Park East, Suite 850
Los Angeles, California 90067
Phone: (310) 824-3828
Fax: (310) 862-6851

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve \$275,000.00 (or 1/3 of the GSA) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of [AMOUNT] in litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve payment to Plaintiffs Jens Hiersemann and Hernandito Perez-Perez in the amount of \$10,000 each in addition to Plaintiffs' Individual Class Payment and Individual PAGA Payment for the initiative, risk, and time and energy Plaintiffs have spent in service to the Class as the Class Representatives. The Court may award a Class Representative less than what is requested.

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before [REDACTED], 2025, at the following address:

[ADMINISTRATOR]
Hog Island Oyster Company, Inc. Settlement
XXXXX
City, State, XXXXX
Email:
Fax

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from this Settlement. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from this settlement.

THE COURT'S FAIRNESS HEARING

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing at _____ on _____ in Department H of the Marin County Superior Court located at 3501 Civic Center Drive, San Rafael, California 94903, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payments and the Class Counsel Fees and Litigation Expenses Payments.

20. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the settlement administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendant about the legal issues in the Action.

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, [INSERT] by calling toll free 1-800_____, or you can write to the Administrator at the following address:

[ADMINISTRATOR]
Hog Island Oyster Company, Inc. Settlement
XXXXX
City, State, XXXXX
Email:
Fax

PLEASE DO NOT TELEPHONE THE COURT OR HOG ISLAND OYSTER COMPANY INC.'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE