AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Amended Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Agreement) is made by and between Plaintiffs Ingrid Alonzo, Damaris Arauz, and Angel Lagos ("Plaintiffs," "Plaintiff Alonzo," "Plaintiff Arauz," and "Plaintiff Lagos") and Defendants Shaw Bakers LLC and Premium Brands (USA) Holdings Corp. (collectively, "Defendants" and individually, "Defendant"). The Agreement refers to Plaintiffs and Defendant as "Parties," or individually as "Party".

A. DEFINITIONS.

1. "Action" means the lawsuit alleging wage and hour violations against Defendant captioned *Arauz v. Shaw Bakers LLC* initiated by Plaintiff Arauz on February 21, 2024 and pending in the Superior Court of the State of California, County of San Mateo (Case No. 24-CIV-01006). The Action also includes the following lawsuits that were coordinated under *Arauz v. Shaw Bakers LLC*: (a) *Sanchez v. Shaw Bakers LLC* (Case No. 24CV065408); and (b) *Alonzo v. Shaw Bakers LLC* (Case No. 24CV067493).

2. "Administrator" means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

4. "Aggrieved Employee" means all Class Members who are current and former hourly-paid or non-exempt employees of Defendants within the State of California at any time during the PAGA Period.

5. "Class" means all current and former hourly-paid or non-exempt employees of Defendants within the State of California at any time during the Class Period, who have not already provided Defendants with releases of claims asserted in this Action.

6. "Class Counsel" means Justice Law Corporation, Melmed Law Group P.C., and Protection Law Group, LLP.

7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" means the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

8. "Class Data" means Class Members' identifying information in Defendant's possession, specifically the Class Member's: (a) full name; (b) last-known mailing address; (c) Social Security Number; and (d) number of Workweeks and PAGA Pay Periods.

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

10. "Class Member Address Search" means the Administrator's investigation and search for Class Members' current mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address Database ("NCOA"), skip traces, and direct contact by the Administrator with Class Members.

11. "Class Notice" means the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in English and Spanish in the form, without material variation, the specific text and content of which will be mutually agreed upon by the Parties and is attached as **Exhibit A** and incorporated by reference into this Agreement.

12. "Class Period" means the period from February 21, 2020, through February 19, 2025.

13. "Class Representatives" means the Class Members who are also named plaintiffs in the Operative Complaints in the Action seeking Court approval to serve as the Class Representatives.

14. "Class Representative Service Payments" means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.

15. "Court" means the Superior Court of California, County of San Mateo.

16. "Defendant" and "Defendants" mean Shaw Bakers LLC and Premium Brands (USA) Holdings Corp., the named defendants of the Action.

17. "Defense Counsel" means Nassiri & Jung LLP.

18. "Effective Date" means: (a) the first date after a Final Order and Judgment is entered in the Action granting Approval to the terms of this Agreement without modification (unless said modification is accepted by Defendants); ***and*** (b) either of the following events has also occurred: (i) the date upon which the time to appeal the Final Order and Judgment expires with no appeal having been filed, or (ii) the date upon which any such appeal of the Final Order and Judgment is successfully resolved such that, in either case, the Final Order and Judgment approving this Agreement is no longer subject to any challenge on direct appeal.

19. "Final Approval" means the Court's order granting final approval of the Settlement.

20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

21. "Gross Settlement Amount" means $1,750,000 which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, Administration Expenses Payment, Individual PAGA Payments, LWDA PAGA Payment, and Individual Class Payments. Other than the Gross Settlement Amount and employer payroll taxes, Defendants, and neither of them, shall have no

financial obligations to any Class Member, Plaintiffs, Class Counsel, or Administrator under this Agreement.

22. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

23. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of twenty-five percent (25%) of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

24. "Judgment" means the final judgment and order to be entered by the Court following the Final Approval Hearing approving the Settlement set forth in this Settlement Agreement without modifying any terms of this Agreement that any Defendant deems material.

25. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled to a portion of the PAGA Penalties under Labor Code section 2699, subdivision (i).

26. "LWDA PAGA Payment" means seventy-five percent (75%) of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

27. "Net Settlement Amount" means the Gross Settlement Amount less the following payments in the amounts approved by the Court: (a) Class Counsel Fees Payment; (b) Class Counsel Litigation Expenses Payment; (c) Class Representative Service Payments; (d) Administration Expenses Payment; (e) Individual PAGA Payments; and (f) LWDA PAGA Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

28. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

29. "PAGA" means the Private Attorneys General Act of 2004 (Labor Code section 2698, *et seq*.).

30. "PAGA Notices" means Plaintiffs' written notices sent to the LWDA and Defendants on February 21, 2024, February 26, 2024, and March 11, 2024 providing notice pursuant to Labor Code section 2699.3, subdivision (a).

31. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one (1) day during the PAGA Period.

32. "PAGA Period" means the period from February 21, 2023, through February 19, 2025.

33. "PAGA Penalties" means the total amount of PAGA civil penalties in the amount stated in section (C)(2)(d) below to be paid from the Gross Settlement Amount, allocated seventy-five percent (75%) to the LWDA and twenty-five percent (25%) to the Aggrieved Employees in settlement of PAGA claims.

34. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

35. "Plaintiffs" means Ingrid Alonzo, Damaris Arauz, and Angel Lagos, the named plaintiffs in the Action.

36. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement without material change.

37. "Released Claims" means the Released Plaintiff Claims, the Released Class Claims, and the Released PAGA claims together.

38. "Released Class Claims" means the claims being released as described in Section E.2. below.

39. "Released PAGA Claims" means the claims being released as described in Section E.3. below.

40. "Released Parties" means each Defendant and its parents, predecessors, successors, assigns, all affiliates, subsidiaries, officers, directors, members, agents, employees, representatives, insurers, contractors, attorneys, investors, and stockholders.

41. "Released Plaintiff Claims" means the claims being released as described in Section E.1 below.

42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class portion of the Settlement signed by the Class Member.

43. "Response Deadline" means sixty (60) calendar days after the Administrator completes its initial mailing of Notice to Class Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement; or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

44. "Settlement" means the disposition of the Action effected by this Settlement Agreement and Judgment.

45. "Workweek" means any week during which a Class Member worked for Defendant for at least one (1) day during the Class Period.

B. RECITALS.

1. On February 21, 2024, Plaintiff Arauz, represented by Melmed Law Group P.C., provided written notice to the LWDA and Defendant of the specific provisions of the Labor Code he contends were violated and the theories supporting his contentions.

2. On February 21, 2024, Plaintiff Arauz filed a wage-and-hour class action lawsuit ("Arauz Complaint") in the Superior Court of California, County of San Mateo. The lawsuit alleged violations of: (a) Failure to Pay All Minimum Wages; (b) Failure to Pay All Overtime Wages; (c) Failure to Provide Rest Periods and Pay Missed rest Periods Premiums; (d) Failure to Provide Meal Periods and Pay Missed Meal Period Premiums; (e) Failure to Maintain Accurate Employment Records; (f) Failure to Pay Wages Timely During Employment; (g) Failure to Pay All Wages Earned and Unpaid at Separation; (h) Failure to Furnish Accurate Itemized Wage Statements; and (i) Violation Business and Professions Code section 17200, *et seq*. (Case No. 24-CIV-01006).

3. On February 26, 2024, Jarol Sanchez, represented by Protection Law Group, LLP, provided written notice to the LWDA and Defendant of the specific provisions of the Labor Code he contends were violated and the theories supporting his contentions.

4. On February 26, 2024, Jarol Sanchez filed a wage-and-hour class action lawsuit ("Sanchez Complaint") in the Superior Court of California, County of Alameda. The lawsuit alleged violations of: (a) Unpaid Overtime; (b) Unpaid Meal Period Premiums; (c) Unpaid Rest Period Premiums; (d) Unpaid Minimum Wages; (e) Final Wages Not Timely Paid; (f) Wages Not Timely Paid During Employment; (g) Failure to Provide Accurate Wage Statements; (h) Failure to Reimburse Necessary Business Expenses; and (i) Violation of Business & Professions Code section 17200, *et seq*. (Case No. 24CV065408).

5. On March 11, 2024, Plaintiff Alonzo, represented by Justice Law Corporation, provided written notice to the LWDA and Defendant of the specific provisions of the Labor Code he contends were violated and the theories supporting his contentions.

6. On March 12, 2024, Plaintiff Alonzo filed a wage-and-hour class action lawsuit ("Alonzo Complaint") in the Superior Court of California, County of Alameda. The lawsuit alleged violation of: (a) Labor Code sections 510 and 1198 (unpaid overtime); (b) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (c) Labor Code sections 226.7 (unpaid rest period premiums); (d) Labor Code sections 1194 and 1197 (unpaid minimum wages); (e) Labor Code sections 201 and 202 (final wages not timely paid); (f) Labor Code section 226(a) (noncompliant wage statements); (g) Labor Code sections 2800 and 2802 (unreimbursed business expenses); (h) Labor Code section 2698, *et seq*. (PAGA); and (i) Business & Professions Code section 17200, *et seq*. (Case No. 24CV067493).

7. On October 31, 2024, the Parties' Petition for Coordination of the Actions was granted by the Honorable Nicole S. Healy, and the Actions were coordinated under the *Arauz v. Shaw Bakers, LLC, et al*. Action (Case No. 24-CIV-01006) (collectively, the Arauz Complaint, Sanchez Complaint and Alonzo Complaint shall be referred to as the "Operative Complaints").

8. After engaging in discovery, investigations, and negotiations, on February 11, 2025, the Parties remotely attended mediation with the mediator David Rotman that resulted in the settlement of this matter via a mediator's proposal, subject to the Court's approval.

9. During the settlement negotiations, Jarol Sanchez was replaced with Plaintiff Lagos as one of the named plaintiffs in this Action.

10. Defendants deny Plaintiffs' allegations in the Operative Complaints and PAGA Notices, deny any failure to comply with the laws identified in the Operative Complaints and PAGA Notices, and deny any and all liability related to the allegations in the Action, Operative Complaints, and PAGA Notices.

11. The Court has not granted class certification.

12. The Parties, Class Counsel, and Defense Counsel represent they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement Agreement.

C. MONETARY TERMS.

1. <u>Gross Settlement Amount</u>. Defendant promises to pay $1,750,000 and separately, all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, as the Gross Settlement Amount. Defendant has no obligation to pay any portion of the Gross Settlement Amount (or any employer payroll taxes) prior to the deadline stated in Section D of this Settlement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

2. <u>Payments from the Gross Settlement Amount</u>. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

    a. <u>Class Counsel</u>. Class Counsel may apply to the Court for Class Counsel Fees Payment of $612,500 (35% of the Gross Settlement Amount) and Class Counsel Litigation Expenses Payment of $50,000. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. It is not a condition of this Settlement that any particular amount of Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment be approved by the Court or that such payments be approved at all. If the Court approves a Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Class Counsel shall be solely responsible for allocating between themselves the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator may purchase an annuity to utilize U.S. treasuries and bonds or other attorney fee deferral vehicles for Class Counsel. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS Form 1099. Class Counsel shall be solely responsible for allocating between themselves the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. Class Counsel assume full responsibility and liability for taxes owed on the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, hold Released Parties harmless, and indemnify Released Parties from any dispute or controversy regarding any division or sharing of any of these payments.

b. Plaintiffs. Class Representative Service Payments of $5,000 to each Plaintiff (totaling $15,000). Defendant will not oppose the request for the Class Representative Service Payments that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. It is not a condition of this Settlement that any particular amount of Class Representative Service Payments be approved by the Court or that such payments be approved at all. If the Court approves the Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

    i. Appeal. Any order or proceeding relating to the amount of any award of Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, or any appeal from any order relating thereto, or reversal or modification thereof, shall not operate to modify, terminate or cancel this Settlement Agreement, or affect or delay the finality of the Final Approval and Judgment, except that any modification, order or judgment cannot result in Defendants' overall obligation exceeding the Gross Settlement Amount.

c. Administrator. Administration Expenses Payment of $20,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than $20,000, the Administrator will retain the remainder in the Net Settlement Amount.

d. LWDA and Aggrieved Employees. PAGA Penalties of $100,000 to be paid from the Gross Settlement Amount, seventy-five percent (75%) of which ($75,000) will be allocated to the LWDA as the LWDA PAGA Payment and twenty-five percent (25%) of which ($25,000) will be allocated to the Aggrieved Employees as their Individual PAGA Payments.

i. An Individual PAGA Payment is calculated by: (a) dividing the amount of the Aggrieved Employees' twenty-five percent (25%) share of PAGA Penalties ($25,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. In addition, the Administrator will report the Individual PAGA Payments on IRS Form 1099.

e. Participating Class Members. An Individual Class Payment is calculated by: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period; and (b) multiplying the result by each Participating Class Member's Workweeks during the Class Period.

i. Twenty percent (20%) of Individual Class Payment will be allocated to the settlement of wage claims ("Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on IRS Form W-2. Eighty percent (80%) of Individual Class Payment will be allocated to the settlement of claims for interest and penalties ("Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS Form 1099. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payments.

ii. Non-Participating Class Members will not receive any Individual Class Payments and have no claim to any portion of the Gross or Net Settlement Amounts. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

D. SETTLEMENT FUNDING AND PAYMENTS.

1. Workweeks and PAGA Pay Periods. Based on a review of its records to date, Defendant estimates there are 915 Class Members who worked a total of 54,929 Workweeks, and 552 Aggrieved Employees who worked a total of 15,588 PAGA Pay Periods.

2. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by transmitting the funds to the Administrator within thirty (30) days of the Effective Date.

3. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant fully funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the Administrator will mail checks for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class

Representative Service Payments, Administration Expenses Payment, Individual Class Payments, Individual PAGA Payments, and LWDA PAGA Payment. Disbursement of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

a. Subject to Court approval and confirmation, and in accordance with Labor Code section 2699(i), the Administrator shall pay the LWDA PAGA Payment to the LWDA in settlement of all claims for civil penalties under PAGA.

b. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via first-class United States Postal Service ("USPS") mail, postage prepaid. The face of each check shall state checks that are not cashed within one hundred eighty (180) calendar days after the date of mailing will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments and Individual PAGA Payments to all Participating Class Members and Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees, respectively (including those for whom Class Notices were returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the NCOA.

c. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) calendar days of receiving a returned check, the Administrator will remail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator shall send a replacement check to any Class Member whose original check was lost or misplaced if requested by the Class Member prior to the void date.

d. For any Class Member whose check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

e. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Settlement.

E. RELEASES OF CLAIMS. Defendants' funding of the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments shall constitute full and complete satisfaction of their obligations under or related this Agreement. If the Agreement becomes final and effective, payment of the Gross Settlement Amount will fully satisfy any and all Released Class Claims and Released PAGA Claims. Following this funding, neither Defendants nor any Released Party shall have any liabilities, obligations or responsibilities with respect to the payment, disbursement, disposition, or distribution of the Gross Settlement Amount or Net Settlement Amount. Class Members shall not under any circumstances be entitled to any further payment from Defendants or any Released Party with respect to the Released Class Claims and Released PAGA Claims, the Action, or the Settlement. Except as provided by order of the Court, no Class Member shall have any interest in the Gross Settlement Amount or any portion thereof.

Effective on the date when Defendants fully fund the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel shall release claims against all Released Parties as follows:

1. Plaintiffs' Release. Plaintiffs and their former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or could have been, alleged relating to the allegations contained in the Operative Complaints and Action; and (b) all PAGA claims that were, or could have been, alleged relating to the allegations contained in the PAGA Notices ("Plaintiffs' Release"). Plaintiffs' Release includes any and all federal, state, and local demands, rights, liabilities, claims and/or causes of action, known or unknown, that are alleged in the Action, or could have been alleged in the Action relating to Defendant's: (i) alleged failure to properly pay its hourly-paid or non-exempt employees for all hours worked; (ii) alleged failure to compensate minimum and overtime wages; (iii) alleged failure to provide mandated meal and rest breaks or pay wages in lieu thereof; (iv) alleged failure to provide compliant wage statements; and (v) alleged failure to reimburse for all necessary business related costs and expenses. Plaintiffs' Release therefore includes any and all alleged violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226, 226.3, 226.7, 246, 432.5, 510, 512, 551, 552, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, any provision of the Industrial Welfare Commission's Wage Orders, any provision of PAGA or any provisions of the Unfair Competition Law. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law Plaintiffs now know or believe to be true but agree that Plaintiffs' Release shall remain effective in all respects, notwithstanding such different or additional facts or the discovery of them.

    a. Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

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

2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or could have been alleged, relating to or arising from the allegations in the Operative Complaints and the Action. The Released Class Claims includes any and all state and local demands, rights, liabilities, claims, and/or causes of action that are alleged in the Action, or could have been alleged in the Action, relating to Defendant's alleged: (a) failure to properly pay its hourly-paid or non-exempt employees for all hours worked; (b) failure to compensate minimum and overtime wages; (c) failure to provide mandated meal and rest breaks or pay wages in lieu thereof; (d) failure to provide compliant wage statements; (e) failure to reimburse for all necessary business related costs and expenses; (f) failure to pay wages at separation or waiting time penalties, and (g) violations of the Labor Code including but not limited to sections 201, 202, 203, 204, 210, 218.5, 221, 226, 226.3, 226.7, 246, 432.5, 510, 512, 551, 552, 558, 1174, 1194, 1197, 1197.1, 1198, 1998, 2800, 2802, any provision of the Industrial Welfare Commission's Wage Orders, any provision of PAGA or any provisions of California's Unfair Competition Law. Moreover, all the federal claims that are predicated on the state counterparts shall be released and barred by virtue of res judicata in accordance with *Rangel v. PLS Check Cashers of Cal., Inc.* (9th Cir. 2018) 899 F.3d 1106. Except as set forth in Section E.3. of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

3. Release by Aggrieved Employees. All Participating and Non-Participating Class Members, who are Aggrieved Employees, shall release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all violations of PAGA that were alleged, or could have been alleged, relating to or arising from the Operative Complaints, Action, and PAGA Notices, and which are set forth in Section E.2 above. This Release is binding upon all Aggrieved Employees, and no Aggrieved Employee may opt out of this release.

4. No Liability. Defendants shall have no responsibility or liability whatsoever with respect to: (a) any act, omission, or determination by Class Counsel, Administrator, or any of their respective designees or agents, in connection with the administration of the settlement or otherwise; (b) management, investment, or distribution of the Gross Settlement Amount and Net Settlement Amount; (c) determination, administration, or calculation of claims to be paid to Class Members from the Gross Settlement Amount and Net Settlement Amount; or (d) the payment or withholding of taxes or related expenses, or any expenses or losses incurred in connection therewith. No person shall have any claim against Defendants or Defense Counsel based upon the distributions made substantially in accordance with this Agreement, the allocation of the Net Settlement Amount among Participating Class Members, and/or further orders of the Court. The Participating Class Members, Plaintiffs, and Class Counsel release Defendants from any and all liability and claims arising from or

with respect to the administration, investment, or distribution of the Gross Settlement Amount.

F. MOTION FOR PRELIMINARY APPROVAL. Class Counsel will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

1. Plaintiffs' Responsibilities. Plaintiffs will move for an order: (a) conditionally certifying the Class for settlement purposes only; (b) seeking Preliminary Approval of the Settlement; (c) setting a date for the Final Approval Hearing; and (d) approving the Class Notice.

    a. Before or at the Preliminary Approval Hearing, Plaintiffs will submit an order granting conditional certification of the Class and Preliminary Approval of the Settlement; appointing the Class Representatives, Class Counsel, and Administrator; approving the Class Notice; and setting the Final Approval Hearing.

    b. The amounts of Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment shall be determined by the Court, and the Court's determination on these amounts shall be final and binding. The Court's approval or denial of any amount requested for these items are not material conditions of this Agreement and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Agreement. Any order or proceeding relating to an application for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment shall not operate to terminate or cancel this Agreement.

    c. If the Court declines to conditionally certify the Class or to Preliminarily Approve all material aspects of the Agreement with prejudice, the Agreement will be null and void, and the Parties will have no further obligations under the Agreement.

    d. Defendant agrees that it will not oppose the Motion for Preliminary Approval of the Settlement Agreement so long as the motion is consistent with the terms of the Settlement Agreement.

    e. Class Counsel will take any acts reasonably necessary to carry out the Settlement Agreement's expressed intent.

2. Responsibilities of Counsel. Class Counsel are responsible for: (a) expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) calendar days after the full execution of this Agreement; (b) obtaining a prompt hearing date for the Motion for Preliminary Approval; and (c) appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel are responsible for delivering the Court's Preliminary Approval to the Administrator.

G. SETTLEMENT ADMINISTRATION.

1. Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees

to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses Payment. The Parties and their counsel represent they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.

4. Notice to Class Members.

    a. No later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. Defendants make no warranty as to and have no obligation to guarantee the completeness and accuracy of Class Data. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use their best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

    b. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

    c. Before mailing Class Notices, the Administrator shall update Class Member addresses using the NCOA. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data the Class Notice via first-class USPS mail.

    d. No later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall remail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and remail the Class Notice to the most current address obtained.

e. If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe that they should have but did not receive Class Notice, the Parties will meet and confer in person or by telephone or email, and in good faith, to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement no later than fourteen (14) calendar days after receipt of Class Notice or deadline dates in the Class Notice, whichever date is later. Other than delivering the Class Data, Defendants shall have no obligation to facilitate delivery of Class Notice. All costs associated with delivery of Class Notice and Administrator will be deducted from the Gross Settlement Amount as the Administration Expenses Payment.

5. <u>Requests for Exclusion</u>.

a. Class Members who wish to exclude themselves from the Class portion of the Settlement must send the Administrator by fax, email, or mail a signed written Request for Exclusion no later than the Response Deadline.

b. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's: (i) full name; (ii) present address; (iii) email address or telephone number; and (iv) simple statement electing to be excluded from the Settlement. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

c. The Administrator shall reject all late Requests for Exclusion but may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any timely Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or susceptible to challenge.

d. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits, and bound by all terms and conditions of the Settlement, including the releases under Section E.2. and Section E.3. of this Agreement regardless of whether they receive the Class Notice or object to the Settlement.

e. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Section E.3. of this Agreement and are eligible for an Individual PAGA Payment.

6. Challenges to Calculation of Workweeks and PAGA Pay Periods.

   a. Each Class Member shall have until the Response Deadline to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice.

   b. The Class Member may challenge the allocation of Workweeks and PAGA Pay Periods (if any) by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. In all other cases, challenges will be resolved by the Administrator after seeking input from counsel for the Parties. The Administrator's determination of each Class Member's allocation of Workweeks and PAGA Pay Periods shall be final and not appealable or susceptible to challenge.

   c. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and PAGA Pay Periods to Defense Counsel and Class Counsel along with the Administrator's determination of the challenges.

7. Objections to Settlement.

   a. A Participating Class Member who elects to send a written objection to the Administrator must do so no later than the Response Deadline.

   b. Participating Class Members may send signed written objections to the Administrator by fax, email, or mail. The written objection must: (i) indicate what the Class Member is objecting to; (ii) explain why the Class Member is objecting; (iii) include any facts that support the objection; and (iv) include the Class Member's full name, present address, and email address or telephone number.

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

d. Participating Class Members may choose to appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing.

8. <u>Administrator's Duties</u>. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

   a. The Administrator will establish and maintain and use a website to post information of interest to Class Members ("Settlement Website"). This information includes the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments, Final Approval, and Judgment. The Administrator will also maintain and monitor an email address and toll-free telephone number to receive Class Member calls, faxes, and emails.

   b. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: (i) Class Notices mailed or remailed; (ii) Class Notices returned undelivered; (iii) Requests for Exclusion (whether valid or invalid) received; (iv) objections received; and (v) challenges to Workweeks and/or PAGA Pay Periods received and/or resolved ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion.

   c. The Administrator has the authority to address and make final decisions consistent with the terms of this Settlement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge. The Administrator will also promptly review on a rolling basis the Requests for Exclusion to ascertain their validity.

   d. No later than sixteen (16) court days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to: (i) mailing of Class Notice; (ii) Class Notices returned as undelivered; (iii) remailing of Class Notices; (iv) attempts to locate Class Members; (v) total number of Requests for Exclusion received (both valid or invalid); and (vi) total number of written objections received. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel are responsible for filing the Administrator's declaration(s) in Court.

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

H. TERMINATION BASED ON EXCESSIVE OPT-OUTS. If more than fifteen (15) Class Members request exclusion, then Defendants may notify Class Counsel in writing that they have elected to terminate this Settlement Agreement. If this Settlement Agreement is terminated, it will be deemed null and void ab initio and Section L below will apply. Defendant must notify Class Counsel and the Court of its selection to withdraw no later than fourteen (14) calendar days after the Administrator sends the final Weekly Report. A late election will have no effect.

I. ESCALATOR CLAUSE. If it is determined that the number of Workweeks in the Class Period exceeds ten percent (10%) or more of 54,929 (*i.e.*, more than 60,422 Workweeks), then the Gross Settlement Amount shall increase proportionally over the ten percent (10%) increase (*i.e.*, if the number of Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%).

J. MOTION FOR FINAL APPROVAL. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file a Motion for Final Approval of the Settlement that seeks: (1) approval of the terms of this Settlement as fair, reasonable and adequate and in the best interest of Class Members; (2) finding that the Class Notice complied with the Settlement Agreement, all applicable law and due process; (3) entry of a Final Approval Order and Judgment; and (4) request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l).

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

2. <u>Duty to Cooperate</u>. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, the Parties will expeditiously work together in good faith to see if agreement can be reached on revisions that would address the Court's concerns as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and/or Administration Expenses Payment shall not constitute a material modification to the Settlement within the meaning of this section. If the Court does not grant Final Approval of the Agreement, or if the Court's Final Approval is reversed or materially modified on appellate review, then the Parties will make a good faith effort to revise the terms of the Agreement. If that process

fails, the settlement will be null and void. In such event, the Parties reserve their rights with respect to the prosecution and defense of the Action.

3. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their counsel, and all Participating Class Members who did not object to the Settlement as provided in this Settlement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Settlement will be suspended until such time as the appeal is finally resolved and Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

4. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement, this Agreement shall be null and void. An appellate decision to vacate, reverse, or modify the Court's award of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, or Class Representative Service Payments shall not constitute a material modification of the Judgment within the meaning of this section if the Gross Settlement Amount remains unchanged.

J. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together to jointly submit an amended judgment.

K. EXCLUSIVE REMEDY; JURISDICTION OF COURT

1. Continuing Jurisdiction. The Parties agree that after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement solely for purposes of: (a) enforcing this Agreement and/or Judgment; (b) addressing settlement administration matters; and (c) addressing such post-Judgment matters as are permitted by law. The exclusive jurisdiction for any court action, suit or proceeding arising out of or related to this Agreement shall be the federal or state courts of San Mateo County, California. The Parties (i) irrevocably submit to the personal jurisdiction of; (ii) waive any objection to venue in; and (iii) waive any objection to the convenience of litigating in the above courts in any claim arising out of or related to this Agreement.

2. Barring Prosecution of the Released Claims. This Agreement shall be the sole and exclusive remedy for any and all Released Class Claims. Upon entry of the Final Approval and Judgment, each Participating Class Member shall be barred from initiating, asserting, or prosecuting any Released Class Claims against Defendants or Released Parties. If any Participating Class Member attempts to prosecute an action in contravention of the Final Approval and Judgment and this Agreement, counsel for any of the Parties may forward this Agreement and Final Approval and Judgment to such Participating Class Member and advise them of the releases provided pursuant to this Agreement. Before pursuing relief or submitting any dispute relating to this Agreement or the Actions to the Court, the Parties and Class Counsel agree to mediate the dispute before the mediator David Rotman.

L. TERMINATION OF THE AGREEMENT

1. The performance of this Agreement is expressly contingent upon achieving the Effective Date. This includes both the entry of the Preliminary Approval Order approving this Agreement, including the Class Notice, and Final Approval and Judgment approving this Agreement and the expiration of all appeal periods and appeal rights without modification to the Final Approval and Judgment that any Party deems material. If the Court fails to issue either the Preliminary Approval Order or Final Approval and Judgment approving this Agreement without modification that any Party deems material following conclusion of the Final Approval Hearing, or if the circumstances in Section H are met, this Agreement will be deemed terminated.

2. If the Court orders additions or modifications to this Agreement deemed material by any Party, the Parties will each have the right to terminate the Settlement Agreement within seven (7) calendar days from the date of the Court's order or proposal. If the other Party contests the materiality of the addition or modification to the Agreement, the Parties shall mediate the issue before the mediator David Rotman or, if he is unavailable, such other person to whom the Parties mutually agree. If the mediation fails and any Party elects to terminate the Settlement Agreement pursuant to this section, the Agreement will be deemed null and void ab initio, and the provisions of Section L paragraph 4 will apply.

3. If the Final Approval and Judgment is vacated, modified in a manner deemed material by any Party, or reversed, in whole or in part, (except with respect to rulings on the Class Counsel Fees Payment or Class Representative Service Payments), this Agreement will be deemed terminated unless all Parties who are adversely affected thereby, in their sole discretion within seven (7) calendar days of receipt of such ruling, provide written notice through counsel to Class Counsel and Defendants of their intent to proceed with this Agreement as modified by the Court or on appeal.

4. If this Agreement is deemed terminated, it will have no force or effect whatsoever, shall be null and void, and will not be admissible as evidence for any purpose in any pending or future litigation in any jurisdiction. The Parties will be restored to their respective positions immediately preceding execution of the Agreement, and any intervening Court rulings or decisions shall be vacated.

M. ADDITIONAL PROVISIONS.

3. <u>No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes</u>. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaints, Action or PAGA Notices have any merit or that Defendant has any liability for any claims asserted. Moreover, nothing in this Agreement should be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class

certification and representative treatment is for purposes of this Agreement only. If the Court does not grant Preliminary Approval or Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. This Agreement and the Parties' willingness to settle will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate this Agreement).

4. Confidentiality Prior to Preliminary Approval. Until the Motion for Preliminary Approval is filed, Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree that they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (a) to the Parties' attorneys, employees, officers, directors, insurers, accountants, consultants, shareholders, investors, or spouses, all of whom will be instructed to keep this Agreement confidential; (b) to counsel in a related matter; (c) to the extent necessary to report income to appropriate taxing authorities; (d) in response to a court order or subpoena; or (e) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to notify the other of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with a third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This section does not restrict Class Counsel's communication with Class Members in accordance with Class Counsel's ethical obligations owed to the Class, nor does it restrict Defendants from disclosing this Agreement in any and ordinary-course-of-business communications with current and former employees, including for the purpose of claim and dispute resolution.

5. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. No later than ninety (90) calendar days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent they are authorized by Plaintiffs and Defendant to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate

its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement, including any amendments to this Agreement.

7. No Solicitation. The Parties separately agree that they and their counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this section shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to the Class. Nothing in this section shall be construed to restrict Defendant's ability to operate its business, including communications with its current and former employees and in the course of dispute or claim resolution.

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

9. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Agreement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

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

11. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. If any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

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

14. Applicable Law. All terms and conditions of this Agreement and its exhibit will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

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

16. Headings. The descriptive heading of any section of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

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

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

To Plaintiffs:

Douglas Han
Shunt Tatavos-Gharajeh
Justice Law Corporation
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103
(Tel) (818) 230-7502
(Fax) (818) 230-7259
dhan@JusticeLawCorp.com
statavos@JusticeLawCorp.com

Maria Burciaga
Laura Supanich
Jonathan Melmed
Melmed Law Group P.C.
1801 Century Park East, Suite 850
Los Angeles, California 90067
mb@melmedlaw.com
lms@melmedlaw.com
jm@melmedlaw.com

Heather Davis
Amir Nayebdadash
Shadi Sahebghalam
Protection Law Group, LLP
149 Sheldon Street
El Segundo, California 90245
heather@protectionlawgroup.com
amir@protectionlawgroup.com
shadi@protectionlawgroup.com

To Defendant: Kassra P. Nassiri
Page Barnes
Nassiri & Jung LLP
1700 Montgomery Street, Suite 207
San Francisco, California 9411
kass@njfirm.com
page@njfirm.com
russ@njfirm.com

19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*e.g.*, DocuSign), or 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.

20. 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 that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Dated: 02/18/2026

Ingrid Alonzo

By: Ingrid Alonzo

Dated: ____________________

Damaris Arauz

By: ____________________

Dated: ____________________

Angel Lagos

By: ____________________

Dated: 02/19/2026

Justice Law Corporation [Approving as to Form Only]

By: D. Han

Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Attorneys for Plaintiff Ingrid Alonzo

Dated: 2/20/26

Melmed Law Group P.C. [Approving as to Form Only]

By: ____________________

Maria Burciaga, Esq.
Laura Supanich, Esq.
Jonathan Melmed, Esq.
Attorneys for Plaintiff Damaris Arauz

Dated: ____________________

Protection Law Group, LLP [Approving as to Form Only]

By: ____________________

Heather Davis, Esq.
Amir Nayebdadash, Esq.
Shadi Sahebghalam, Esq.
Attorneys for Plaintiff Angel Lagos

Dated: 02/18/2026

Ingrid Alonzo

By: Ingrid Alonzo

Dated: 2/19/2026

Damaris Arauz

By: DocuSigned by: 751F5007CA86416...

Dated: ____________________

Angel Lagos

By: ____

Dated: ____________________

Justice Law Corporation [Approving as to Form Only]

By: ____
Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Attorneys for Plaintiff Ingrid Alonzo

Dated: ____________________

Melmed Law Group P.C. [Approving as to Form Only]

By: ____
Maria Burciaga, Esq.
Laura Supanich, Esq.
Jonathan Melmed, Esq.
Attorneys for Plaintiff Damaris Arauz

Dated: ____________________

Protection Law Group, LLP [Approving as to Form Only]

By: ____
Heather Davis, Esq.
Amir Nayebdadash, Esq.
Shadi Sahebghalam, Esq.
Attorneys for Plaintiff Angel Lagos

Dated: 02/18/2026

Ingrid Alonzo

By: Ingrid Alonzo

Dated: ____________________

Damaris Arauz

By: ______________________________________

Dated: 2/20/2026

Angel Lagos

By: Firmado por: 5BB9C2BCDB384F8...

Dated: 02/19/2026

Justice Law Corporation [Approving as to Form Only]

By: ______________________________________
Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Attorneys for Plaintiff Ingrid Alonzo

Dated: ____________________

Melmed Law Group P.C. [Approving as to Form Only]

By: ______________________________________
Maria Burciaga, Esq.
Laura Supanich, Esq.
Jonathan Melmed, Esq.
Attorneys for Plaintiff Damaris Arauz

Dated: February 20, 2026

Protection Law Group, LLP [Approving as to Form Only]

By: ______________________________________
Heather Davis, Esq.
Amir Nayebdadash, Esq.
Shadi Sahebghalam, Esq.
Attorneys for Plaintiff Angel Lagos

Dated: ____________________

Shaw Bakers LLC

By: ____
On behalf of Shaw Bakers LLC

Dated: February 23, 2026

Premium Brands (USA) Holdings Corp.

By: ____
On behalf of Premium Brands (USA) Holdings Corp.

Dated: February 23, 2026

Nassiri & Jung LLP [Approving as to Form Only]

By: ____
Kassra P. Nassiri, Esq.
Page Barnes, Esq.
Attorneys for Defendant

Dated: February 24, 2026

Shaw Bakers LLC

By: Nicolas Bernadi
On behalf of Shaw Bakers LLC

Dated: ____________________

Premium Brands (USA) Holdings Corp.

By: ____________________
On behalf of Premium Brands (USA) Holdings Corp.

Dated: ____________________

Nassiri & Jung LLP [Approving as to Form Only]

By: ____________________
Kassra P. Nassiri, Esq.
Page Barnes, Esq.
Attorneys for Defendant