

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

This Settlement Agreement and Release of Claims (“Agreement”) is by and between Plaintiffs Abdullah Alagi, Abdul Aziz Alajji, Angelica Garcia, and Alfonso Padilla, for themselves and on behalf of other putative aggrieved employees (collectively, “Plaintiffs”), on the one hand, and Defendants S-L Distribution Company, LLC and Snyder’s-Lance, Inc. (“Defendants”), on the other hand (collectively, the “Parties”), subject to the approval of the Court in accordance with California Labor Code section 2699(1)(2).

By executing this Agreement, the Parties intend to settle the Action (as defined below), and to fully, finally, and forever resolve, discharge, and settle the Released Claims (defined below), subject to, and upon approval by, the Court. If the Agreement is not finally approved, or is otherwise nullified, then the Parties shall return to their positions preceding this Agreement, and Defendants shall retain all rights to challenge the Plaintiffs’ claims.

I. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

1. “Action” means the civil action, including the original complaint, *Abdullah Alagi and Abdul Aziz Alajji, individually and on behalf of all others similarly situated, vs. S-L Distribution Company, LLC, a Delaware Company, Snyder’s-Lance, Inc., a North Carolina Company; and DOES 1-10, inclusive*, pending in the Superior Court of the State of California for the County of Alameda, Case No. RG20066475.

2. “Agreement” means this Settlement Agreement.

3. “Aggrieved Individuals” are all persons who have worked as distributors for Defendants as “independent contractors” in California (“Covered Position”) at any time during the period of September 4, 2018 through the Effective Date. There are approximately 362 Aggrieved Individuals. The term “Aggrieved Individuals” is used throughout this Agreement without waiver of

Defendants' contention that the Aggrieved Individuals were never employees of Defendants.

4. "Complaint" refers to the operative complaint filed in the Action.

5. "Court" means the Superior Court of the State of California for the County of Alameda.

6. "Defendants" refers to S-L Distribution Company, LLC, a Delaware Company, and Snyder's-Lance, Inc., a North Carolina Company.

7. "Defense Counsel" or "Counsel for Defendants" means:

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8. "Effective Date" means the date by which all of the following have occurred:

- a. The Court has approved the Settlement;
- b. The Court has entered the Final Order; and
- c. The longer of (1) 30 days after entry of judgment on the PAGA claims

or (2) any date set by the Court for anyone to object, appeal or intervene, without objection, appeal or intervention, or in the event any objection, appeal, or intervention is filed, the date that the same is disposed in the Parties' favor and is no longer subject to review by any court, whether by appeal, petition for rehearing or re-argument, petition for review, or otherwise. Defendants contend no third party or administrative agency or official has a right to object to, intervene or otherwise participate in this approval process, other than the LWDA receiving a copy of the proposed agreement. Should any appeal, objection, or intervention not result in approval of the Parties' Settlement as described herein, the Settlement shall be void *ab initio* and of no further force or effect, and the Parties shall be returned in all respects to their respective positions as of March 3, 2022, the day of the settlement of this

matter.

9. “Final Order” means the final Court order entered in this Action in accordance with the terms herein, the Court adopting and approving this Agreement (and the terms of Settlement described herein), dismissing the PAGA claims with prejudice and the Court retaining jurisdiction over the enforcement, implementation, construction, administration, and interpretation of the Settlement.

10. “LWDA” means the State of California Labor and Workforce Development Agency.

11. “Named Plaintiffs” or “Plaintiffs” mean individually and/or collectively Plaintiffs Abdullah Alagi, Abdul Aziz Alajji, Angelica Garcia, and Alfonso Padilla.

12. “The Net Settlement Amount” is \$2,000,000.00, less Court-approved fees/costs.

13. “PAGA” means the Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*

14. “PAGA Counsel” means:

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15. “PAGA Settlement” means the total sum of \$2,000,000.00, less Court-approved

fees/costs, with 75% of the remainder going to the LWDA and 25% to the approximately 362 Aggrieved Individuals in this case.

16. “PAGA Counsel’s Attorneys’ Fees and Costs” means the total amount of fees and costs incurred by PAGA Counsel in connection with this Action, subject to Court-Approval.

17. “Released Parties” means Defendants S-L Distribution Company, LLC and Snyder’s-Lance, Inc., and any and all subsidiaries of S-L Distribution Company, LLC and/or Snyder’s-Lance, Inc., and each of their past, present, and future parents, affiliated companies, subsidiaries, divisions, predecessors, successors, partners, joint venturers, shareholders, consultants, advisors, insurers, reinsurers and assigns, and each of their past, present and future officers, investors, directors, executives, trustees, agents, employees, attorneys, representatives, benefit plans sponsored or administered by the Released Parties, and any other persons or entities acting on behalf of or in concert with any of the foregoing.

18. “Settlement” means the Parties’ agreement, as detailed herein, to dispose of the Action as to Defendants.

19. “Gross Settlement” means the total gross settlement amount of Two Million Dollars and Zero Cents (\$2,000,000.00) to be paid by Defendants as provided by this Agreement to fully and finally settle, resolve and conclude this Action as to Defendants, as provided under this Agreement, without any admission of fault or liability. Under no circumstances shall the Gross Settlement exceed \$2,000,000.00.

20. “Released Claims” refers to all claims that will be extinguished by operation of this Agreement, specifically, the claims for PAGA penalties for the approximately 362 Aggrieved Individuals, pursuant to Labor Code sections 2699, *et seq.* from September 4, 2018, up to and including the Approval Date, based on the facts alleged in the Complaint; and the related California Code of Regulations and related sections of the applicable Industrial Welfare Commission Wage Orders, which arise from the facts alleged in the Complaint. Released Claims encompass the Aggrieved Individuals’ claims for civil penalties under PAGA and do not include a release of underlying claims under the Labor Code with the exception of claims under Labor Code sections 2699, *et seq.*

21. “PAGA Administrator” refers to ILYM Group, Inc., the third-party administrator the Parties have selected, subject to Court approval.

22. “Individual PAGA Payment” refers to the amount calculated by the Settlement Administrator to distribute to each Aggrieved Individual. The Individual PAGA Payments shall be paid from the Net Settlement Amount.

II. Recitals and Procedural History

1. **September 4, 2019 PAGA Letter.** On or about September 4, 2019, Angelica Garcia Plaintiffs submitted a letter to the LWDA (“September 4, 2019 PAGA Letter”), in accordance with the requirements of Labor Code section 2699.3(a), to notify the LWDA of alleged violations of the California Labor Code by Defendant S-L Distribution Company, LLC. The September 4, 2019 PAGA Letter alleged that Defendant S-L Distribution Company, LLC had violated California wage and hour laws related to alleged unlawful wage deductions, unreimbursed business expenses, unpaid overtime compensation, failure to provide meal and rest periods, failure to furnish accurate wage statements, failure to pay minimum wage and failure to pay earned wages upon discharge. The September 4, 2019 PAGA Letter also indicated that Ms. Garcia intended to pursue a representative civil action under PAGA against Defendant S-L Distribution Company, LLC pursuant to Labor Code sections 2699, *et seq.*

2. **November 20, 2019 PAGA Letter.** On or about November 20, 2019, Ms. Garcia and Alfonso Padilla submitted another letter to the LWDA (“November 20, 2019 PAGA Letter”), asserting the same allegations as in the September 4, 2019 PAGA Letter, along with a new allegation of willful misclassification of independent contractor.

3. **March 30, 2020 PAGA Letter.** On or about March 30, 2020, Abdullah Alagi and Abdul Aziz Alajji submitted a letter to the LWDA (“March 30, 2020 PAGA Letter”), alleging that Defendant S-L Distribution Company, LLC had violated California wage and hour laws related to alleged willful misclassification of independent contractor, unlawful charges to willfully misclassified independent contractors, unreimbursed business expenses, withholding of earned wages, failure to

provide meal and rest periods, failure to furnish accurate wage statements, unpaid overtime compensation, failure to pay earned wages upon discharge, and compelling a cash bond as an investment.

4. **April 20, 2021 PAGA Letter.** On or about April 20, 2021, Messrs. Alagi and Alajji submitted another letter to the LWDA (“April 20, 2021 PAGA Letter”), alleging the same claims as in the March 30, 2020 PAGA Letter, as well as raising new allegations of violations of California law related to paid sick leave and COVID-19-related workplace protections.

5. **LWDA Declines to Investigate.** The LWDA declined to investigate the alleged violations outlined in each of the PAGA letters described above, permitting Plaintiffs to initiate PAGA actions in court.

6. **The Garcia Action.** On or about April 10, 2020, Ms. Garcia and Mr. Padilla initiated an action by filing a complaint in federal court in the Northern District of California, entitled *Angelica Garcia, Alfonso M. Padilla, et al., vs. Snyder’s-Lance, Inc. and S-L Distribution Company, LLC*, Case No. 3:20-cv-02454-LB (the “Garcia Action”). The Garcia Action was brought on behalf of the named plaintiffs individuals, as well as under PAGA on behalf of the State of California and other allegedly Aggrieved Individuals. In their complaint, Ms. Garcia and Mr. Padilla alleged violations of various provisions of the California Labor Code and IWC Wage Orders under a single PAGA cause of action for: (a) failure to pay for all hours worked and/or failure to pay minimum wage; (b) failure to separately compensate rest periods; (c) failure to pay overtime wages; (d) failure to reimburse work-related expenses; (e) unlawful deductions from wages; (f) forced patronage; (g) failure to provide meal and rest periods, or to pay premium pay for all meal and rest periods that were not provided; (h) failure to maintain or provide accurate itemized wage statements; (i) failure to timely pay all wages and money due at the time of separation of employment; and (j) willfully misclassifying employees as independent contractors. The complaint sought civil penalties under California Labor Code §§ 2699, 201-203, 210, 221, 225.5, 226, 226.3, 226.7, 226.8, 256, 450, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, and 2802. The Garcia Action has been stayed pending resolution of individual arbitration claims since June 1, 2020.

7. **The Action.** On or about July 1, 2020, Messrs. Alagi and Alajji initiated this

Action by filing a complaint in the Superior Court of the State of California for the County of Alameda. On or about July 8, 2021, Messrs. Alagi and Alajji filed their First Amended Complaint (the operative “Complaint”). The Action was brought under PAGA on behalf of the State of California and other allegedly Aggrieved Individuals, and alleged violations of the California Labor Code and IWC Wage Orders under PAGA. Plaintiffs’ Complaint alleged the following alleged Labor Code violations under a single PAGA cause of action: (1) Unlawful Willful Misclassification of Independent Contractors (Cal. Labor Code § 226.8(A)(1)); (2) Unlawful Charges to Willfully Misclassified Employees (Cal. Labor Code § 226.8(A)(2)); (3) Reimbursement of Business Expenses (Cal. Labor Code § 2802); (4) Unlawful Deductions from Wages (Cal. Labor Code §§ 221, 223, 400-410, IWC Wage Order No. 1); (5) Failure to Provide Off-Duty Meal Periods (Cal. Labor Code §§ 226.7, 512, IWC Wage Order No. 1); (6) Failure to Pay Employees for Rest Breaks (Cal. Labor Code §§ 226.7, 1194 and 1194.2, IWC Wage Order No. 1); (7) Failure to Furnish Accurate Wage Statements (Cal. Labor Code §§ 226, 226.3, 1174, 1174.5; IWC Wage Order No. 1); (8) Failure to Pay California Overtime Compensation (Labor Code §§ 510, 1194, *et seq.*, IWC Wage Order No. 1); (9) Failure to Pay Earned Wages Upon Discharge (Labor Code §§ 201-203, IWC Wage Order No. 1); and (10) Failure to Provide Paid Sick Days (Labor Code § 246).

On May 20, 2021, the Court in the Action granted Messrs. Alagi and Alajji’s Motion to Strike S-L’s Cross-Complaint for indemnity. On July 20, 2021, S-L filed a notice of appeal of the Court’s order granting the Motion to Strike. The pending Appeal will be dismissed according to the terms of this Agreement.

8. **Ms. Garcia And Mr. Padilla Added as Named Plaintiffs.** In connection with the resolution of this matter, the Parties have stipulated that (1) Ms. Garcia and Mr. Padilla will dismiss the *Garcia* Action with prejudice and (2) Ms. Garcia and Mr. Padilla will join the Action as Named Plaintiffs in order to fully resolve all pending PAGA claims against Defendants.

9. **Defendants’ Denial.** Nothing in this Agreement shall constitute an admission on behalf of Defendants of any form of liability or the accuracy of any allegation against it. Defendants deny: (1) all the material allegations in this Action, (2) that it violated any applicable laws, (3) that it is liable for damages, penalties, interest, restitution, attorneys’ fees, or costs, or for any other

compensation or remedy with respect to anyone on account of the claims asserted in the Action, and (4) that class certification, collective action certification, or representative treatment is appropriate as to any claim in the Action. Defendants contend that its policies, procedures, and practices comply with all applicable laws and that it has not violated any of the laws asserted in the Action.

Nonetheless, without admitting any liability or wrongdoing whatsoever and without admitting that class certification, collective action certification, or representative treatment is appropriate for any purpose other than for settlement purposes alone, Defendants have agreed to settle the Action on the terms set forth in this Agreement to avoid the burden, expense, and uncertainty of litigation. Any statements by Defendants in this Agreement are made for settlement purposes only.

10. **Counsel's Investigation.** Plaintiffs' Counsel have investigated the facts relating to the claims alleged in the Action and have analyzed all defenses. The Parties engaged in a substantial exchange of documents and information during formal and informal discovery. The Parties reached this Settlement only after extensive discovery and investigation were performed and after participation in an all-day mediation with the Hon. Margaret Nagle (Ret.).

11. **Negotiation of Settlement.** The Parties urge approval by the Court of this Agreement after considering: (1) the factual and legal defenses to the claims asserted, which render uncertain the ultimate outcome of the Action, (2) the potential difficulties the Aggrieved Individuals would encounter in establishing their claims and proceeding on a representative basis, (3) the substantial benefits that the Aggrieved Individuals would receive under this Agreement, and (4) that this Agreement provides the Aggrieved Individuals relief in an expeditious and efficient manner, compared to any manner of recovery possible after litigation and potential appeal.

12. **Settlement Contingent on Court Approval.** The Settlement embodied in this Agreement is contingent on: (i) issuance by the Court of a Final Order approving the Settlement, dismissing the PAGA Claims with prejudice in their entirety, (ii) entry of the Final Order enforcing the terms of the Settlement, and retaining jurisdiction to ensure compliance with the Court's Final Order only, (iii) discharge of Defendants and the Released Parties from liability for the PAGA Claims released by this Agreement, (iv) release of the PAGA Claims released by this Agreement against the Released Parties by Plaintiffs, the State of California and all Aggrieved Individuals, (v) submission of

the Court's Final Order by Plaintiffs' Counsels to the LWDA within ten (10) business days of entry of the order pursuant to California Labor Code § 2699(1)(3), and (vi) all parties bearing their respective fees and costs except as expressly provided in this Agreement.

NOW THEREFORE, in consideration of the agreements set forth herein, and of the release of all Released Claims, the Parties agree to the terms of this Agreement, subject to the Court's approval of the terms that relate to settlement of claims on behalf of the Aggrieved Individuals.

III. RELEASE AND WAIVER OF CLAIMS

A. AGGRIEVED INDIVIDUALS' RELEASE

Release of Claims. Upon the Effective Date, each and every Aggrieved Individual, including the Named Plaintiffs, shall fully release and forever discharge any and all claims seeking civil penalties alleged or asserted in the Action, including any claims under California Labor Code sections 2698, *et seq.* based upon violations of any portion of California Labor Code sections 201-203, 210, 221, 223, 225.5, 226, 226.3, 226.7, 226.8, 246, 256, 400-410, 450, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, as well as IWC Wage Order No. 1 (hereinafter, "Released Claims") against Defendants, and/or Defendants' past or present parents, subsidiaries, and affiliated corporations, and/or Defendants' officers, directors, employees, partners, agents, insurers, and/or any other individual or entity which could be liable for the claims raised in the Action ("Released Parties"). This Agreement is conditioned upon approval by the Court of the release of the Aggrieved Individuals' claims under Labor Code sections 2698, *et seq.* based upon the facts alleged in the Action. The Parties stipulate that, beyond the Gross Settlement, Defendants shall not owe any further monies to the Aggrieved Individuals or to the State of California for the PAGA claims made in the Action or the *Garcia* Action.

IV. SETTLEMENT ADMINISTRATION

A. PAYMENT PROCEDURES

Gross Settlement. In exchange for the releases, obligations, and promises set forth in

this Agreement (and subject to the terms and conditions contained in this Agreement), Defendants agree to pay a settlement amount totaling Two Million Dollars and Zero Cents (\$2,000,000.00) (the “Gross Settlement”) as provided by this Agreement to fully and finally settle, resolve and conclude this Action, without any admission of fault or liability. The entirety of the Gross Settlement is allocated to settle the PAGA Action, and there shall be no other payments arising out of or related to Aggrieved Individuals’ allegations in the Action for the time period from September 4, 2018, up to and including the date the Court enters the Final Order. Defendants will pay the Gross Settlement to the Settlement Administrator within ten (10) business days after the Effective Date. The Gross Settlement consist of the following terms:

- a. PAGA Counsel’s Attorneys’ Fees and Costs: Concurrent with the filing of the Joint Stipulation for Approval of PAGA Action Settlement and for an Order approving this Agreement, PAGA Counsel will file a motion for Court approval of an award for attorneys’ fees and reimbursement for out-of-pocket litigation expenses in an amount not to exceed Six Hundred Sixty-Six Thousand, Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$666,666.67), which is 1/3 of the Gross Settlement. The Court’s approval of PAGA Counsel’s fees and expenses is not a material term of the Agreement. If the Court approves a lesser amount, then the other terms of this Agreement shall remain in effect.
- b. Settlement Administration Fees: The Parties agree to obtain a reasonable estimate of administrative costs and seek approval of administrative costs to be paid from the Net Settlement Amount.
- c. Payment of Individual Settlement Payment: The Individual Settlement Payment shall be paid from the Net Settlement Fund. The Net Settlement Fund, less the Court-approved fees and costs, shall be distributed to the Aggrieved Individuals as follows: seventy-five percent (75%) shall be distributed to the LWDA (“LWDA Penalty Payment”), and the remaining twenty-five percent (25%) shall be distributed to the Aggrieved Individuals. The Individual Settlement Payment paid to each Aggrieved Individual shall be calculated based on that Aggrieved Individual’s proportionate number of workweeks during the Settlement Period in relation to the total number of workweeks of all Aggrieved Individuals during the Settlement Period. Because the

payments made under this Agreement will be made with respect to PAGA claims only for all the Aggrieved Individuals, this Agreement is not subject to the rules governing settlement of class or collective actions. Accordingly, the settlement proceeds shall be distributed without a claims process, notice, or an opportunity to object or opt out. Notice will however be provided to the LWDA consistent with the requirements of PAGA.

d. Payment to LWDA: The Settlement Administrator shall pay 75% of the Net Settlement Fund less the claims administration costs to the LWDA within ten (10) business days after Defendants pay Gross Settlement to Settlement Administrator.

e. Payment to Aggrieved Individuals. The Settlement Administrator shall pay 25% of the Net Settlement Fund, less the claims administration costs, to the Aggrieved Individuals within ten (10) business days Defendants pay Gross Settlement to Settlement Administrator. The payments shall be distributed by check, which will be mailed to each Aggrieved Individual's last known address.

f. Tax Allocation of Payments to Aggrieved Individuals: 100% of each payment to the Aggrieved Individuals shall be considered to be a civil penalty and shall not be subject to withholding, unless otherwise provided by law. The Court's approval of the tax allocation of the payments to Aggrieved Individuals set forth herein is not a material term of this Agreement. If the Court does not approve or approves a different tax allocation of the payments to Aggrieved Individuals, the other terms of this Agreement shall still remain in effect.

g. Undeliverable or Uncashed Check: All checks issued pursuant to this Settlement will remain negotiable for one hundred and eighty (180) days from the date of their mailing by the Settlement Administrator. The Settlement Administrator shall notify PAGA Counsel and Defense Counsel of any undeliverable and uncashed checks. After 180 days from the date of their mailing by the Settlement Administrator, any settlement checks distributing Individual Settlement Payments that are returned to the Settlement Administrator as undeliverable or that have not been cashed will be sent by the Settlement Administrator to the State of California Unclaimed Property Fund in the name of the Aggrieved Individual.

B. SETTLEMENT ADMINISTRATION

Settlement Administrator. The Parties select ILYM Group, Inc. as the Settlement Administrator. The duties of the Settlement Administrator shall include, without limitation, obtaining appropriate tax identification number(s), calculating Individual Settlement Payments (including all required payments), mailing Individual Settlement Payments and any tax forms to Aggrieved Individuals, remitting any tax payments and requisite reporting documentation to taxing authorities, and the other duties associated with settlement administration. Any dispute relating to the settlement administration will, after good-faith efforts by the Parties to resolve the dispute, be referred to the Court.

Data for the Settlement Administrator. Within seven (7) days after the Effective Date of the Settlement, Defendants shall provide to the Settlement Administrator a confidential list containing the names, last known address, and taxpayer identification numbers associated with the Aggrieved Individuals in Defendants' records, as well as the number of workweeks that each Aggrieved Individual was affiliated with Defendants in California between September 4, 2018 through the Effective Date. The Settlement Administrator shall not share this data with Plaintiffs' Counsel. The Settlement Administrator shall keep the data provided by Defendants strictly confidential and shall use the data only for the purposes described in this Agreement.

C. COURT APPROVAL

Because the Action involves a PAGA claim, this Agreement requires review and approval by the Court. *See* Cal. Lab. Code § 2699(1)(2). Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is expressly contingent upon the Court's approval of this Settlement and the terms and material conditions of this Agreement (including, but not limited to, issuance of and entry of the Final Order in accordance therewith). If Court approval is not given and the Final Order is not entered, under the specific material terms requested, this entire Agreement shall automatically be deemed null and void *ab initio*, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever.

Motion for Court Approval of Settlement. Plaintiffs' Counsel will endeavor to file

by no later than April 14, 2022, a Motion for Court approval of the Settlement. If the Court does not grant the request for approval and issue the Final Order (including, but not limited to, dismissing the Action with prejudice in its entirety, and entering the Final Order in accordance with the terms and conditions of this Agreement), under substantially similar material terms, the Parties agree to meet and confer to address the Court's concerns and determine whether resolution of the Action can be obtained in a manner consistent with the Court's concerns. But, under no circumstances may a modified settlement be entered by the Court without a written agreement signed by both Parties.

Plaintiffs will fully cooperate to accomplish the terms of this Agreement, including but not limited to, executing such documents and taking such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties will jointly defend against any appeal filed with respect to the Final Order.

Plaintiffs shall submit a copy of the Final Order in this Action and a copy of any other order providing for or denying an award of civil penalties within 10 days after entry of the Final Order, in compliance with section 2699(1)(3) of the California Labor Code. If Plaintiffs fail to satisfy this condition in strict compliance with section 2699(1)(3) of the California Labor Code, the Settlement shall be voidable at Defendants' option and all parties will be returned to their litigation positions as of March 3, 2022.

Timing of Judgment. After the Court enters the Final Order, the Parties shall request that the Court (a) dismiss the claims in the Action in accordance with this Agreement, and (b) enter an order permanently enjoining all Aggrieved Individuals from pursuing or seeking to reopen claims that have been released by this Agreement, and (c) enter an order permanently enjoining Named Plaintiffs from pursuing or seeking to reopen claims released by this Agreement. In addition, after the Court enters the Final Order, S-L will request dismissal of the pending Appeal of the order granting Messrs. Alagi and Alajji's Motion to Strike.

Appeal Rights. Named Plaintiffs and Counsel for the Aggrieved Individuals hereby waive any right to appeal any judgment, ruling, or order in this Action, including, without limitation, any Final Order and any judgment or dismissal entered in the Action. This waiver includes all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to

vacate judgment, a motion for new trial, and any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings.

V. LIMITATIONS ON USE OF THIS SETTLEMENT

A. NO ADMISSION

Defendants (1) dispute that Plaintiffs or any Aggrieved Individual are entitled to any additional wages other than those already paid and/or any penalties, (2) dispute the allegations and each and every cause of action in the Action, and (3) dispute that the Action may be maintained on a class, collective or representative basis. This Agreement is entered into solely for the purpose of compromising highly disputed claims. This Agreement and the payment of the Settlement and the other considerations recited herein represent the compromise of disputed claims. Nothing in this Agreement is intended as or may be construed as an admission of liability, unlawful conduct, or wrongdoing by Defendants (and any of the Released Parties) in any way, shape or form, and Defendants and the Released Parties deny any such liability or wrongdoing.

B. NON-EVIDENTIARY USE

Except for purposes of effectuating the Settlement pursuant to this Agreement and for Defendants (and/or a Released Party) to establish that an Aggrieved Individual has resolved any of his/her claims released through this Agreement, and regardless of whether the Final Order occurs, neither this Agreement nor any of its terms (including, but not limited to, the payment of the Settlement) nor the Settlement itself will be construed as, offered, or admitted in evidence as, received as, or deemed to be evidence, in any further proceeding in the Action, or any other civil, criminal, and/or administrative action or proceeding, for any purpose adverse to Defendants or any of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by Defendants or any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage.

C. NULLIFICATION

If (1) the Court should for any reason fail to approve this Settlement consistent with the material specific terms agreed to by the Parties and set forth herein, (2) the Court should for any reason fail to enter the Final Order, or (3) the Final Order is reversed, modified, or declared or rendered void, then this Agreement shall automatically be considered null and void *ab initio*. An example of a material change in the terms includes a change in the economic terms of the settlement.

In that instance, (a) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (b) all Parties to this Agreement and the pleadings in this Action shall stand in the same position they were the day of the Parties' settlement in principle, March 3, 2022, without prejudice to either Party; and (c) Defendants will not have any obligation to pay any portion of the Settlement Sum to anyone under the terms of this Agreement.

Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety, unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

VI. MISCELLANEOUS PROVISIONS

A. LWDA NOTICE

The LWDA will be given notice of this Settlement pursuant to the 2016 amendments to the PAGA. Cal. Lab. Code § 2699(1)(2). Plaintiffs will serve a copy of the Settlement to the LWDA on the same day the Settlement is filed with the Court.

Additionally, a copy of the Court's Final Order will be submitted to the LWDA within ten (10) days after entry of the Final Order, pursuant to California Labor Code § 2699(1)(3).

B. VOLUNTARINESS

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

C. AMENDMENTS

The terms and provisions of this Agreement may be amended or modified only by an express written agreement that is signed by the Plaintiffs and an authorized representative of Defendants.

D. ASSIGNMENT

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Plaintiffs' Counsel, or Defense Counsel without the express written consent of each Party. Plaintiffs expressly warrant that they have not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

E. REPRESENTATION AND WARRANTIES

Plaintiffs' Counsel and Plaintiffs jointly and severally represent and warrant to Defendants that there are no attorneys beyond those named as Plaintiffs' Counsel who have claims for fees arising out of the Action or the Settlement contemplated hereby.

F. GOVERNING LAW

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

G. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the subject matter hereof.

H. WAIVER OF COMPLIANCE

A waiver or failure to insist upon strict compliance with any representation, warranty,

covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

I. COUNTERPARTS

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or its/their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. A fax, electronic signature via DocuSign, or PDF signature on this Agreement shall be as valid as an original signature.

J. MEET AND CONFER REGARDING DISPUTE(S)

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, Plaintiffs' Counsel and Defense Counsel shall meet and confer in an attempt to resolve such disputes and, if necessary, shall then attempt resolution by expedited mediation (via telephone or videoconference as appropriate) with Hon. Margaret Nagle (Ret.), prior to submitting such disputes to the Court.

The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to, executing such documents and taking such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court or otherwise to effectuate this Agreement and the terms set forth herein. The Parties' counsels can agree to non-material changes to this Agreement and the Parties agree to act in good faith to address any concerns raised by the Court in connection with the approval hearing.

K. AGREEMENT BINDING ON SUCCESSORS

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

L. COOPERATION IN DRAFTING

The Parties have cooperated in the negotiation and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Agreement.

M. FAIR SETTLEMENT

Plaintiffs, Defendants, Plaintiffs' Counsel, and Defendants' Counsel believe that this Agreement reflects a fair, reasonable, and adequate settlement of the Action as to Defendants and have arrived at this Agreement through arms' length negotiation, taking into account all relevant factors, current and potential, and is consistent with public policy, and fully complies with applicable provisions of law.

N. HEADINGS

The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement and shall not be considered in interpreting this Agreement.

O. CONTINUING JURISDICTION

The Parties agree that upon the occurrence of the Final Order pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure section 664.6 and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and the Aggrieved Individuals to the fullest extent to interpret, enforce and effectuate the terms, conditions, intents and obligations of the Agreement.

P. NO RELIANCE ON REPRESENTATIONS

The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or

asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. No representations, warranties, or inducements have been made to any Party concerning this Agreement.

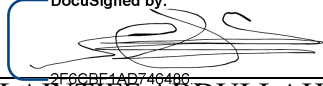
Q. CONFIDENTIALITY

Plaintiffs' Counsel will destroy all confidential documents and information provided by Defendants within 60 calendar days after the completion of the administration of this Agreement. Counsel for the Aggrieved Individuals further agrees that none of the information provided by Defendants shall be used for any purpose other than prosecution of this Action.

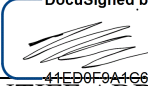
IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

APPROVED AND ACCEPTED.

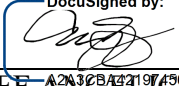
DATED: 4/9/2022, 2022

DocuSigned by:

 2F66DF1AB746406
 PLAINTIFF ABDULLAH ALAGI

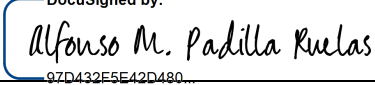
DATED: 4/7/2022, 2022

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 41ED0F9A1C6604A3...
 PLAINTIFF ABDUL AZIZ ALAJJI

DATED: 4/10/2022, 2022

DocuSigned by:

 A2A32BA42197450
 PLAINTIFF ANGELICA GARCIA

DATED: 4/9/2022, 2022

DocuSigned by:

 97D432F5E42D480...
 PLAINTIFF ALFONSO PADILLA

DATED: _____, 2022

DEFENDANT SNYDER'S-LANCE, INC.
 By: _____
 Its: _____

asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. No representations, warranties, or inducements have been made to any Party concerning this Agreement.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

APPROVED AND ACCEPTED.

DATED: _____, 2022

PLAINTIFF ABDULLAH ALAGI

DATED: _____, 2022

PLAINTIFF ABDUL AZIZ ALAJJI

DATED: _____, 2022

PLAINTIFF ANGELICA GARCIA

DATED: _____, 2022

PLAINTIFF ALFONSO PADILLA

DATED: 4/11/2022, 2022

DocuSigned by:
Michael Pierson
F219063EC08B400...
DEFENDANT SNYDER'S-LANCE, INC.
By: Michael Pierson
Its: SVP Sales

APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY

DATED: 4/7/2022, 2022

DocuSigned by:

Aaron Kaufmann

2EF947E835784D5

AARON D. KAUFMANN

Counsel for Plaintiffs Abdullah Alagi, Abdul Aziz,
and Aggrieved Individuals

DATED: 4/7/2022, 2022

DocuSigned by:

Peter Rukin

30E17E431C154F4

PETER S. RUKIN

Counsel for Plaintiffs Abdullah Alagi, Abdul Aziz
Alajji, and Aggrieved Individuals

DATED: 4/8/2022, 2022

DocuSigned by:

Enrique Martinez

DEE1277A3AC5424

ENRIQUE MARTINEZ

Counsel for Plaintiffs Angelica Garcia, Alfonso
Padilla, and Aggrieved Individuals

DATED: , 2022

CHRISTOPHER A. STECHER

Counsel for Defendants

S-L DISTRIBUTION COMPANY, LLC and
SNYDER'S-LANCE, INC.

APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY

DATED: _____, 2022

AARON D. KAUFMANN
Counsel for Plaintiffs Abdullah Alagi, Abdul Aziz,
and Aggrieved Individuals

DATED: _____, 2022

PETER S. RUKIN
Counsel for Plaintiffs Abdullah Alagi, Abdul Aziz
Alajji, and Aggrieved Individuals

DATED: _____, 2022

ENRIQUE MARTINEZ
Counsel for Plaintiffs Angelica Garcia, Alfonso
Padilla, and Aggrieved Individuals

DATED: April 11 _____, 2022

Christopher A. Stecher

CHRISTOPHER A. STECHER
Counsel for Defendants
S-L DISTRIBUTION COMPANY, LLC and
SNYDER'S-LANCE, INC.