

SETTLEMENT AGREEMENT AND GENERAL RELEASE OF CLAIMS

This Settlement Agreement and General Release of Claims (the “Agreement”) is made and entered into by and between Ridel Lopez (“Plaintiff”) and defendant Frito-Lay, Inc. (“Frito-Lay”), to settle case number 21STCV01652 in the Superior Court of the State of California for the County of Los Angeles (the “Superior Court”), a civil action entitled *Ridel Lopez v. Frito-Lay, Inc.* (the “Lawsuit”). Plaintiff and Frito-Lay are collectively referred to herein as the “Parties,” and each may be individually referred to herein as a “Party.”

The Parties to the Lawsuit are each represented by experienced counsel who assisted in the negotiation and preparation of this Agreement. Plaintiff is represented in the Lawsuit by Zach Crosner, Michael Crosner, Blake Jones and Jonathan Stiliz of Crosner Legal, P.C. (“Plaintiff’s Counsel”). Defendant is represented in the Lawsuit by Samantha D. Hardy and Gabriella R. Albright of Sheppard, Mullin, Richter & Hampton LLP (“Defendant’s Counsel”).

RECITALS

A. Frito-Lay is a Delaware corporation whose business involves the manufacture and marketing of snack foods.

B. Plaintiff is a former employee of Frito-Lay. Plaintiff worked for Frito-Lay at its Kern County warehouse from March 11, 2019 to November 16, 2019.

C. Under the Private Attorney’s General Act of 2004 (“PAGA”), California Labor Code section 2698, *et seq.*, an “aggrieved employee” may, after exhausting certain administrative procedures with the California Labor and Workforce Development Agency (the “LWDA”), act as an agent of the State of California to bring an action to recover civil penalties from his or her former employer on behalf of himself or herself and other current or former employees for violations of the California Labor Code.

D. Plaintiff contends that he has suffered one or more violations of the California Labor Code during his employment with Frito-Lay and that he is therefore an “aggrieved employee” under PAGA.

E. Pursuant to PAGA, Plaintiff submitted a letter to the LWDA on October 26, 2020, alleging two violations of the California Labor Code and Wage Orders: (1) temperature/reasonable comfort violations and (2) wage statement violations. On December 21, 2020, Plaintiff submitted an amended letter to the LWDA (the “PAGA Notice”), alleging (1) temperature/reasonable comfort violations; (2) wage statement violations; (3) paid sick leave violations; (4) meal period violations; (5) rest period violations; (6) minimum wage violations; (7) overtime violations; (8) recordkeeping violations; (9) timely payment violations; (10) statutory wage violations; (11) refusal to make payment; (12) standard conditions of labor violations; and (13) final pay violations (the “PAGA Representative Claims”). Defendant denies, and continues to deny, these allegations and any other contention that Defendant engaged in any misconduct, wrongdoing, or actionable conduct of any kind, including, but not limited to, any violation of the California Labor Code or Wage Orders.

F. On January 14, 2021, Plaintiff filed the Lawsuit in Los Angeles Superior Court, where it is presently pending in Department 15 before the Honorable Richard L. Fruin. The Lawsuit is pleaded exclusively as a representative action under PAGA and seeks civil penalties from Defendant based on the PAGA Representative Claims on behalf of Plaintiff and all persons employed by Frito-Lay in California as hourly-paid and/or non-exempt employees at any time from October 26, 2019 forward.

G. Through their respective legal counsel, the Parties have each independently analyzed and investigated the facts and law relevant to the Lawsuit, including, but not limited to, the employment policies, procedures, and practices implicated by the Lawsuit; copies of the wage statements provided to Plaintiff and employees during the period of time relevant to the Lawsuit; and data pertaining to the number of employees and pay periods allegedly affected by the PAGA Representative Claims.

H. After evaluating the strengths and weaknesses of their respective positions, considering the time, expense, and risk associated with litigating the Lawsuit to judgment, and engaging in arm's length settlement negotiations facilitated by the experienced and well-respected mediator Deborah Crandall Saxe, Esq.—including a full-day mediation on March 28, 2022 and follow up negotiations after the mediation—the Parties desire, and have agreed, to fully and finally settle any and all claims in the Lawsuit up to, and through, the Effective Date of this Agreement (as defined herein).

NOW, THEREFORE, in consideration of the promises and agreements contained herein, the Parties agree to, and, pursuant to Labor Code section 2699(1)(2), seek approval of, the following settlement terms.

SETTLEMENT TERMS

1. **Superior Court Approval of the Agreement.** In accordance with California Labor Code section 2699(1)(2), the Parties will present this Agreement to the Superior Court for its review and approval. Plaintiff's Counsel shall prepare the motion for approval of this Agreement, will provide that motion to Defendant's counsel for review and approval prior to filing, and will file the motion with the Superior Court sufficiently in advance of the date necessary for the motion to be heard on the first available hearing date that all Parties' counsel are available to attend. The motion for approval of this Agreement shall request a judgment that is substantially in the form of the proposed judgment attached hereto as **Exhibit A**.

2. **Delivery of Necessary Papers to the LWDA.** As required by California Labor Code section 2699(1), Plaintiff shall cause this Agreement to be submitted to the LWDA at the same time that this Agreement is submitted to the Superior Court for approval and, furthermore, shall cause a copy of any judgment and any other order providing for or denying an award of civil penalties to be submitted to the LWDA within 10 days after entry of the judgment or order.

3. **Effective Date.** This Agreement shall become fully effective upon the date by which the Court's Final Judgment ("Final Judgment" or "Judgment") becomes final and unappealable. The Court's Final Judgment becomes final and unappealable upon the latter of: (i) if no appeal is filed, the expiration date and time for the filing or noticing of any appeal from the

Court's Judgment [the earlier of 60 days from the date a Notice of Entry of Judgment or a file-stamped copy of the judgment is served on counsel, or if no such notice is served, 180 days from entry of judgment, unless the time to appeal is extended by the filing and service of a valid notice of intention to move for a new trial, or a valid motion to vacate judgment, or a valid motion for judgment notwithstanding the verdict]; (ii) the date of affirmance of an appeal of the Judgment becomes final under the California Rules of Court [30 days after the date a court of appeal's decision is filed unless (1) the court of appeal grants a petition for rehearing which by rule vacates the decision and sets the case "at large in the Court of Appeal," or (2) certifies its opinion for publication or partial publication after filing its decision, which resets the finality period from the filing date of the order for publication], the expiration of the time for a petition for review of the Final Judgment or of any court of appeal decision relating to the Final Judgment [10 days after the Court of Appeal's decision is final], and, if review is granted, the date of final affirmance of the Final Judgment following review pursuant to that grant; or (iii) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.

4. **No Admission of Liability.** The Parties acknowledge and agree that this Agreement is a compromise and settlement of disputed claims in the Lawsuit and is made and entered into without any admission of liability or wrongdoing of any kind whatsoever by Defendant, who expressly denies and disclaims any liability or wrongdoing whatsoever. Accordingly, neither the execution of this Agreement, its creation, the payment of any sum or consideration hereunder, nor the performance of any obligation required by this Agreement is, or shall be construed as, an admission of wrongdoing or liability on the part of Defendant in the Lawsuit or in any other action. Additionally, neither the execution of this Agreement, its creation, the payment of any sum or consideration hereunder, nor the performance of any obligation required by this Agreement is, or shall be construed as, an admission of the truth or accuracy of any allegation against Defendant, including, but not limited to, any of those made by Plaintiff or Plaintiff's Counsel.

5. **Persons and Entities Covered by this Agreement**

(a) **The Representative Period.** This Agreement shall cover the period from October 26, 2019, through May 13, 2022, inclusive (the "Representative Period").

(b) **The Settlement Group.** This Agreement shall cover all current and former non-exempt California production and warehouse employees of Defendants who were employed by Defendants during the Representative Period. Such employees shall be collectively referred to in this Agreement as the "Settlement Group." Each employee within the Settlement Group may be individually referred to in this Agreement as a "Settlement Group Member."

6. **Settlement Administration**

(a) The Parties will retain Phoenix Settlement Administrators (with whom no Party has a financial interest or other relationship that could create a conflict of interest) to act as the "Settlement Administrator" with respect to this Agreement.

(b) The Settlement Administrator shall be responsible for establishing a qualified settlement fund pursuant to 26 U.S.C. § 486B; making all payments required by this Agreement, handling all required state and federal tax withholding and reporting related thereto; and issuing all appropriate tax forms to Plaintiff, Settlement Group Members, and Plaintiff's Counsel, the LWDA, and any other person or entity resulting from the settlement payments under this Agreement.

7. Settlement Payments

(a) **Maximum Settlement Fund.** In consideration of, and subject to, the promises, terms, and conditions set forth in this Agreement – including the release set forth in Section 9 of this Agreement – Defendant shall pay the maximum non-reversionary gross sum of Nine Hundred Ninety Thousand Dollars and Zero Cents (\$990,000.00) (the “Maximum Settlement Fund”), in the manner and method set forth in this Agreement, to fully, finally, and completely settle the Lawsuit and the PAGA Representative Claims alleged therein on behalf of the Settlement Group, including any and all associated claims for civil penalties, attorneys’ fees, and litigation costs and expenses. Nothing in this Agreement shall require Defendant to pay, or make Defendant liable for, more than the Maximum Settlement Fund to fully, finally, and completely settle the Lawsuit. No amount of the Maximum Settlement Fund will revert to Defendant in any way.

(i) **Effect of Increase in Pay Periods.** This Settlement is based on Plaintiff’s understanding (based on representations made by Defendant) that there will be approximately 195,000 pay periods within the Representative Period. If it is determined that the number of pay periods in the Representative Period exceeds 214,500 (195,000 plus 10% of 195,000), then, at its option, Defendant may elect to (A) end the PAGA Period on the date the number of pay periods reaches 214,500, or (B) increase the Maximum Settlement Amount in proportion to the increased percentage – for example, if the increase is 15% over 195,000, the Maximum Settlement Amount will increase by 5%. Prior to the filing of the motion seeking approval of this Settlement, Defendant will inform Plaintiff’s Counsel whether the pay periods in the Representative Period exceeds 214,500 pay periods and, if so, whether Defendant elects either of the options described herein.

(b) **Allocation of Maximum Settlement Fund.** The Maximum Settlement Fund shall consist of the following categories of payments: an award of attorneys’ fees to Plaintiff’s Counsel, an award of litigation costs and expenses to Plaintiff’s Counsel, the payment of a service award to Plaintiff, the payment of settlement administration costs to the Settlement Administrator, and the payment of civil penalties to the LWDA and Settlement Group Members. Subject to approval by the Superior Court, these amounts shall be paid and allocated as provided below in Sections 3(b)(i) through 3(b)(v) of this Agreement.

(i) Attorneys’ Fees Award

(A) Plaintiff’s Counsel may submit an application to the Superior Court for an award of attorneys’ fees in an amount not to exceed Three Hundred Forty-Six Thousand Five Hundred Dollars and Zero Cents (\$346,500.00) (35% of the Maximum Settlement Fund) (the “Attorneys’ Fees Award”). Defendant will not oppose or object to this application.

(B) Any Attorneys' Fees Award approved by the Superior Court will be paid by Defendant out of the Maximum Settlement Fund and shall constitute a full and complete satisfaction of all claims Settlement Group Members may have for attorneys' fees arising out of the Lawsuit through the Effective Date of this Agreement, including work not yet performed.

(C) This Agreement is not contingent upon the Superior Court approving an Attorneys' Fees Award in an amount equal to the maximum amount authorized by Section 3(b)(i)(A) of this Agreement. This Agreement shall remain fully effective and enforceable notwithstanding any decision by the Superior Court to approve an Attorneys' Fees Award that is less than the amount authorized by Section 3(b)(i)(A) of this Agreement or the amount requested by Plaintiff's Counsel.

(D) In the event that any portion of the Attorneys' Fees Award authorized by Section 3(b)(i)(A) of this Agreement is not approved by the Superior Court, only the approved amount shall be paid, and the payment of that amount shall constitute satisfaction of Defendant's obligations with respect to the Attorneys' Fees Award. Additionally, any difference between the Attorneys' Fees Award authorized by Section 3(b)(i)(A) and the Attorneys' Fees Award approved by the Superior Court will become part of the Payout Fund.

(ii) **Litigation Costs Award**

(A) Plaintiff's Counsel may submit an application to the Superior Court for an award for the reimbursement of actual litigation costs and expenses incurred by Plaintiff's Counsel in connection with this Lawsuit (the "Litigation Costs Award"). This costs award will be substantiated by a declaration by Plaintiff's Counsel. Defendant will not oppose or object to this application.

(B) Any Litigation Costs Award approved by the Superior Court will be paid by Defendant out of the Gross Settlement Amount and shall constitute a full and complete satisfaction of all claims Settlement Group Members may have for litigation costs and expenses arising out of the Lawsuit through the Effective Date of this Agreement, including litigation costs and expenses not yet incurred.

(C) This Agreement is not contingent upon the Superior Court approving a Litigation Costs Award in an amount equal to the maximum amount requested by Plaintiff's Counsel. This Agreement shall remain fully effective and enforceable notwithstanding any decision by the Superior Court to approve a Litigation Costs Award that is less than the amount requested by Plaintiff's Counsel.

(D) In the event that any portion of the Litigation Costs Award authorized by Section 3(b)(ii)(A) of this Agreement is not approved by the Superior Court, only the approved amount shall be paid, and the payment of that amount shall constitute satisfaction of Defendant's obligations with respect to the Litigation Costs Award. Additionally, any difference between the Litigation Costs Award authorized by Section 3(b)(ii)(A) and Litigation Costs Award approved by the Superior Court will become part of the Payout Fund.

(iii) **Service Award**

(A) Subject to approval by the Superior Court, an amount not to exceed the gross sum of Ten Thousand Dollars and Zero Cents (\$10,000.00) will be paid to Plaintiff Ridel Lopez out of the Maximum Settlement Fund as a Service Award and Release Payment for bringing the Lawsuit (“Service Award”), in exchange for a general release of all claims.

(B) This Agreement is not contingent upon the Superior Court approving the Service Award in an amount equal to the maximum amount authorized by Section 3(b)(iv)(A) of this Agreement. This Agreement shall remain fully effective and enforceable notwithstanding any decision by the Superior Court to approve the Service Award in an amount that is less than the amount authorized by Section 3(b)(iv)(A) of this Agreement.

(C) In the event that any portion of the Service Award authorized by Section 3(b)(iv)(A) of this Agreement is not approved by the Superior Court, no more than the approved amount shall be paid to the Plaintiff out of the Maximum Settlement Fund. Additionally, any difference between the Service Award authorized by Section 3(b)(iv)(A) and the Service Award approved by the Superior Court will become part of the Payout Fund.

(iv) **Administration Costs**

(A) Subject to approval by the Superior Court, the actual costs incurred, in an amount not to exceed the gross sum of Fifteen Thousand Dollars and Zero Cents (\$15,000.00), will be paid to the Settlement Administrator out of the Maximum Settlement Fund to cover the cost of administering the settlement in accordance with this Agreement and applicable laws (“Administration Costs”).

(B) This Agreement is not contingent upon the Superior Court approving Administration Costs in an amount equal to the maximum amount authorized by Section 3(b)(iv)(A) of this Agreement. This Agreement shall remain fully effective and enforceable notwithstanding any decision by the Superior Court to approve Administration Costs in an amount that is less than the amount authorized by Section 3(b)(iv)(A) of this Agreement.

(C) In the event that any portion of the Administration Costs authorized by Section 3(b)(iv)(A) of this Agreement is not approved by the Superior Court, no more than the approved amount shall be paid to the Settlement Administrator out of the Maximum Settlement Fund. Additionally, any difference between the Administration Costs authorized by Section 3(b)(iv)(A) and the Administration Costs approved by the Superior Court will become part of the Payout Fund.

(v) **PAGA Penalties Fund.** The portion of the Maximum Settlement Fund remaining after the Attorneys’ Fees Award, the Litigation Costs Award, the Service Award, and the Administration Costs are paid shall be designated the “Payout Fund” from which payments deemed to constitute a full and complete satisfaction of any and all claims in the Lawsuit for civil penalties under PAGA shall be paid. Subject to approval by the Superior Court, the Payout Fund shall be allocated and paid as follows:

(A) **The LWDA Payment.** The sum which represents seventy-five percent (75%) of the Payout Fund, will be paid to the LWDA for enforcement of California's labor laws (including the administration of PAGA) and for education of employers and employees about their rights and responsibilities under the California Labor Code.

(B) **Individual Settlement Awards.** The sum which represents twenty-five percent (25%) of the Payout Fund ("Settlement Group Payout Fund"), will be paid to the Settlement Group, with each Settlement Group Member receiving a payment proportionate to the number of pay periods he or she worked as a non-exempt employee during the Representative Period relative to all Settlement Group Members. Specifically, each Settlement Group Member's share of the Settlement Group Payout Fund (an "Individual Settlement Award") will be calculated as follows:

(1) Settlement Group Members will receive their pro-rata share based on how many pay periods they worked as a non-exempt California production or warehouse employees during the Representative Period as compared to all pay periods worked by all Settlement Group Members during the Representative Period ("Pay Period Totals"). The number of pay periods for each Settlement Group Member will be determined by adding all the calendar days within the inclusive dates of employment in a non-exempt California production or warehouse position, and dividing that number by seven. This shall be considered each Settlement Group Member's "Pay Period Figure." Settlement Group Members' Individual Settlement Awards will be calculated by dividing the Settlement Group Payout Fund by the total of all Settlement Group Members' Pay Period Figures to arrive at a Per-Pay Period Amount, and then multiplying this amount by each Settlement Group Member's Pay Period Figure.

(d) **No Additional Contribution by Defendant.** Defendant shall not be required, or called upon, to contribute additional monies other than those stated above in Section 3(b) of this Agreement.

(e) **No Effect on Employee Benefits.** The payments made to the Settlement Group Members pursuant to this Agreement shall not be utilized to calculate any additional benefits under any benefit plans to which any Settlement Group Members may be eligible, including, but not limited to, any profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, paid time off plans, or other benefit plans available to the Settlement Group Members. It is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Settlement Group Members may be entitled under any benefit plans.

(f) **Taxability of Settlement Payments**

(i) **Payments to Plaintiff's Counsel.** The Attorneys' Fees Award and the Litigation Costs Award shall be treated as IRS Form 1099 income. Accordingly, an IRS Form 1099 will be issued to Plaintiff's Counsel in connection with the payment of the Attorneys' Fees Award and the Litigation Costs Award.

(ii) **Payments to the LWDA.** The seventy-five percent (75%) of the Payout Fund payable to the LWDA under Section 3(b)(v) of this Agreement shall be deemed to

consist entirely of civil penalties recovered under PAGA and subject to treatment as IRS Form 1099 income. Accordingly, an IRS Form 1099 will be issued to the LWDA to the extent that one is required by law.

(iii) **Service Payment.** The Service Award paid to the Plaintiff shall be deemed to consist entirely of civil penalties and subject to treatment as IRS Form 1099 income. Accordingly, an IRS Form 1099 will be issued to the Plaintiff in connection with the Service Award.

(iv) **Payments to the Settlement Group Members.** Each of the Individual Settlement Awards shall be deemed to consist entirely of civil penalties recovered under PAGA and subject to treatment as IRS Form 1099 income. Accordingly, an IRS Form 1099 will be issued to each Settlement Group Member in connection with his, her, or their Individual Settlement Award.

(g) **Tax Indemnification.** Plaintiff, Plaintiff's Counsel, the Settlement Group Members, and applicable governmental authorities (including the LWDA) are, and shall be, solely responsible for all tax obligations, including all reporting and payment obligations, attributable to them as a consequence of this Agreement and the payment of the amounts set forth above in Section 3(b). Neither Defendant nor Defendant's Counsel make, or have made, any express or implied promise, representation, or warranty regarding the tax consequences or tax treatment under federal or state tax laws for any sum paid pursuant to this Agreement. Nor do Defendant or Defendant's Counsel intend anything in this Agreement to be interpreted or relied upon as such. The tax issues for each Settlement Group Member are unique, and each Settlement Group Member will be advised to obtain tax advice from his, her, or their own tax advisor with respect to any payments resulting from this Agreement. Defendant and the Released Parties (as defined in Section 9) shall be held harmless from and against any claims relating to the non-withholding of the Settlement Group Members' share of taxes and shall have no obligation to indemnify or defend the Plaintiff, Plaintiff's Counsel, any Settlement Group Members, or any governmental authority in any tax proceedings or from any tax consequences that could result from any payments made under this Agreement.

8. **Distribution of Settlement Payments.**

(a) **Administration of Payout Fund Payment.** Within fourteen (14) calendar days after the entry of an order approving the Settlement and entering Judgment, Defendant will provide a list to the Settlement Administrator containing each Settlement Group Member's: (1) name; (2) last known home address and telephone number; (3) number of pay periods as a Settlement Group Member during the Representative Period; and (4) social security number. This list shall be treated as confidential and shall be shared only with the Settlement Administrator. Plaintiffs' counsel shall not be entitled to view or receive the list.

(b) **Funding of Settlement by Defendant.** Within seven (7) calendar days of the Effective Date of this Agreement, Defendant will provide the amounts approved by the Superior Court for the Attorneys' Fees Award, the Litigation Costs Award, the Service Award, the Administration Costs, the LWDA Payment, and the Individual Settlement Awards to the Settlement Administrator.

(c) **Timing of Payment by Settlement Administrator.** Within ten (10) calendar days of receipt of the payments described in Section 8(b) of this Agreement, the Settlement Administrator will issue the payments required by Section 8 of this Agreement to the appropriate entities or persons.

(d) **Payment of Individual Settlement Awards**

(i) Individual Settlement Awards will be paid in the form of a check delivered to each Settlement Group Member at the last known address on file with Defendant. Each Individual Settlement Award will be accompanied by an explanatory letter substantially in the form attached to this Agreement as **Exhibit B**.

(ii) Individual Settlement Award checks will remain payable for 90 days after the date of their issuance (the "Check Stale Date"). Settlement Group Members will continue to be bound by this Agreement regardless of whether or not they cash or deposit their Individual Settlement Award checks by the Check Stale Date, but the funds associated with any Individual Settlement Award checks that are not cashed or deposited after the Check Stale Date shall be distributed to the State Controller's Office with the identity of the Plaintiff to whom the funds belong.

(iii) Any checks to the Settlement Group Members that are returned as undeliverable on or before the Check Stale Date will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace or other reasonable method and will then perform a single remailing. Any Settlement Group Member who cannot be located after the above procedures are followed will continue to be bound by this Agreement, but the funds associated with his, her, or their Individual Settlement Award will be remitted to the State Controller's Office with the identity of the Plaintiff to whom the funds belong.

9. **Releases**

(a) **Release of PAGA Representative Claims.** Upon the Effective Date, Plaintiff, each of the Settlement Group Members, and the State of California vis-à-vis the LWDA shall, for the Representative Period, inclusive, fully and forever release Defendant; each and all of Defendant's past, present, and future parents, affiliates, joint employers, subsidiaries, divisions, predecessors, successors, managing members, divisions, affiliates, affiliated entities, related entities, and assigns; the past, present, and future shareholders, owners, officers, directors, board members, employees, agents, trustees, attorneys or legal representatives, insurers, representatives, administrators, fiduciaries, beneficiaries, subrogees, partners, and members of the foregoing; and/or any other entity or individual which could be liable for the acts or omissions of Defendant (collectively, the "Released Parties") from asserting the PAGA claims asserted, or that could have arisen out of the allegations made in (i) the original Complaint in the Lawsuit and/or (ii) in the PAGA Notice (dated December 21, 2020).

(b) **General Release by Plaintiff.** Upon the Effective Date, Plaintiff, on his own behalf and on behalf of Plaintiff's heirs, agents, representatives, attorneys, executors, administrators, successors, and assigns, and to the greatest extent permitted by law, fully, finally,

and forever releases and discharges the Released Parties (including Defendant), and all persons acting under, by, through, or in concert with the Released Parties, from any and all claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, in contract, or for violation of any state or federal statute, law, rule, or regulation arising out of, relating to, or in connection with any act or omission by, or on the part of, any of the Released Parties committed or omitted prior to the execution this Agreement, including but not limited to those relating to Plaintiff's employment with, separation from employment with, or services provided to any of the Released Parties, including, but not limited to, any claims or causes of action that were asserted, or which could be asserted, in the PAGA Notice or the Lawsuit (collectively, the "General Release").

(c) **Plaintiff's Release of Unknown Claims.** For the purpose of implementing a full and complete release of claims, Plaintiff expressly acknowledges and agrees that the General Release is intended to, and does, include and any all claims that Plaintiff did not know or suspect to exist at the time of his execution of this Agreement, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would have materially affected the settlement of this matter or the terms of this Agreement. Accordingly, upon the Effective Date, Plaintiff expressly, knowingly, and voluntarily waives any and all rights and benefits conferred by California Civil Code section 1542, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH 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.

As a result, the General Release shall be effective as a bar to each and every claim that Plaintiff may have against Defendant and/or the Released Parties, whether or not they are currently known, unknown, suspected, or unsuspected, upon any theory of law or equity now existing or coming into existence in the future and without regard to any subsequent discovery or existence of different or additional facts by Plaintiff.

10. **Acknowledgment of Fair and Reasonable Settlement.** The Parties have arrived at this Agreement after arm's-length negotiations by experienced counsel that were facilitated by a full-day mediation with Deborah Crandall Saxe, Esq. Each of the Parties acknowledges, agrees, and believes that this Agreement is a fair, adequate, and reasonable settlement of the Lawsuit. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement. Each Party to this Agreement agrees and represents that he, she, or it has investigated the facts relevant to this Agreement, and all matters pertaining thereto, to the full extent that each Party deems necessary.

11. **Authority to Enter into Agreement.** Each Party represents and warrants that he, she, they, or it has the right and authority to execute this Agreement.

12. **Ownership of Claims.** The Parties represent that they have not transferred or assigned, or purported to transfer or assign, to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

13. **Authorization of Counsel.** Plaintiff's Counsel and Defendant's Counsel each warrant and represent they are expressly authorized by the Party or Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Party or Parties pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Agreement.

14. **No Publicity.** The Parties agree that, prior to the Court's approval of the Settlement, the terms of this Settlement will be kept confidential, apart from Plaintiff's Counsel's obligation to publicly file the Settlement with the Court and the LWDA. Plaintiff and Plaintiff's Counsel may only comment regarding the specific terms of this Agreement: (1) as required by law; (2) as required under the terms of this Agreement. Plaintiff's Counsel and Plaintiff agree to not publicize this Settlement in any way. Neither Plaintiff nor Plaintiff's Counsel shall hold any press conference, make any press release, make statements to the press, publish the Settlement on social media, or in any way affirmatively publicize any information related in any way to the Settlement. Plaintiff's Counsel agrees not to engage in any advertising or marketing specifying any material terms related to the Settlement, including the name of the Defendant. Prior to the Court's approval of the Settlement, any communication about the Settlement to Settlement Group Members will be limited to a statement that a settlement has been reached and the details will be communicated in an explanatory letter accompanying the Individual Settlement Awards (attached as **Exhibit B**). This clause does not restrict Plaintiff's Counsel from referring to this Settlement in connection with any Court filings in support of their adequacy as counsel in other lawsuits and does not include Plaintiff/Plaintiff's Counsel's obligation to file the Settlement in Court and on the LWDA's website, along with any supporting documentation required by the Court to seek approval of the Settlement, or as otherwise ordered by the Court. Following the Court's final approval of the Settlement, the Parties agree that the no publicity provisions in this paragraph will remain in full force and effect, with the exception that Plaintiff's Counsel may publish or otherwise publicize (1) the amount of the Settlement, and (2) a brief description of the claims at issue. Plaintiff's Counsel agrees not to publish, publicize, or otherwise disclose the identity of Defendant in any way, except as provided in this section.

15. **Duty to Cooperate.** Each Party agrees that it will abide by this Agreement and use its best efforts to do all such acts and to prepare, execute, and deliver all such documents as may be reasonably required to carry out the stated objectives of this Agreement. The Parties and their respective counsel will cooperate with each other to effect the implementation of the Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of Deborah Crandall Saxe, Esq., the mediator who facilitated the negotiation of this Agreement. If the Parties cannot resolve their dispute with the assistance of the mediator, the Parties may seek the assistance of the Superior Court to resolve their dispute.

16. **Nullification of Agreement.** In the event that the Superior Court does not approve the Agreement or the Agreement does not become final for any other reason, this Agreement and

any documents generated to bring it into effect will be null and void and the Parties will be returned to their original respective positions, as though this Agreement had never been entered into at all.

17. **Severability.** Should any clause or provision of this Agreement be declared illegal or unenforceable, it shall be modified as minimally necessary to be enforceable. If the provision cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

18. **Governing Law and Interpretation.** This Agreement shall be governed in accordance with the laws of the State of California. The Agreement shall be interpreted in accordance with the plain meaning of its terms and shall not be strictly interpreted for or against any of the Parties to this Agreement. Given that all Parties hereto had the opportunity to draft, review, and edit the language of this Agreement, the Parties expressly waive the benefit of any legal principle or rule providing or requiring ambiguous or uncertain language in a contract or agreement to be interpreted against the Party who caused the uncertainty to exist.

19. **Continuing Jurisdiction of the Superior Court.** Pursuant to California Code of Civil Procedure section 664.6, the Superior Court shall retain continuing jurisdiction over the Lawsuit and the Parties to the fullest extent necessary to enforce and effectuate the terms and intent of this Agreement.

20. **Admissibility of Agreement.** This Agreement is, and shall be, admissible for the purposes of proving up and or enforcing the terms of the Agreement, as set forth herein, pursuant to California Evidence Code section 1123.

21. **Amendment and Modification.** This Agreement may not be modified, altered or changed, except by a written instrument signed by either the Parties or their successors-in-interest or counsel for all Parties.

22. **Binding on Successors and Assigns.** This Agreement will be enforceable and binding upon, and inure to the benefit of, the Parties and their respective agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, heirs, executors, administrators, insurers, and successors in interest. This Agreement shall be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding the mediation confidentiality provisions that otherwise might apply under federal or state law.

23. **No Representations.** The Parties acknowledge that no representation of any kind or character has been made to induce the execution of this Agreement other than the representations expressly set forth in this Agreement.

24. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures sent by facsimile transmission or scanned e-mail transmission shall have the same force, validity, and effect as original signatures.

25. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties, and supersedes any prior agreements, contracts, or understandings between the Parties as to the subject matter hereof.

* * *

IN WITNESS WHEREOF, the Parties and their counsel knowingly and voluntarily accept of the terms of the this Settlement Agreement and Release by affixing their signatures below.

[Intentionally Blank]

WHEREFORE, the undersigned each acknowledge and agree, on their own behalf, that they have read and fully understand the terms of this Agreement; that they understand this Agreement to be a binding legal document; that they have been given a meaningful opportunity to consult with counsel of their choosing to seek advice and/or clarification about the meaning of this Agreement's terms; and that signing this Agreement shall constitute acceptance of the terms contained therein.

Dated: 10 / 26 / 2022

RIDEL LOPEZ

By: 
Ridel Lopez

Dated: _____

FRITO-LAY, INC.

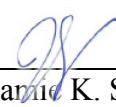
By: _____
(Signature)

(Printed Name)

Its: _____
(Position Title)

Dated: October 28, 2022

CROSNER LEGAL, P.C.

By: 
Jonathan K. Serb
Jonathan R. Stilz

Attorney for Plaintiff,
RIDEL LOPEZ

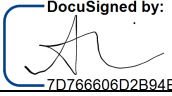
WHEREFORE, the undersigned each acknowledge and agree, on their own behalf, that they have read and fully understand the terms of this Agreement; that they understand this Agreement to be a binding legal document; that they have been given a meaningful opportunity to consult with counsel of their choosing to seek advice and/or clarification about the meaning of this Agreement's terms; and that signing this Agreement shall constitute acceptance of the terms contained therein.

Dated: _____ RIDEL LOPEZ

By: _____
Ridel Lopez

Dated: 10/28/2022

FRITO-LAY, INC.

By: _____

(Signature)

Aida Babalola

(Printed Name)

Its: _____ Vice President, Employment Law
(Position Title)

Dated: _____

CROSNER LEGAL, P.C.

By: _____
Jamie K. Serb
Jonathan R. Stilz

Attorney for Plaintiff,
RIDEL LOPEZ

Dated: October 28, 2022

SHEPPARD MULLIN RICHTER & HAMPTON, LLP

By: *Samantha D. Hardy*
Samantha D. Hardy
Gabriella R. Albright

Attorneys for Defendant Frito-Lay, Inc.