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FRANCISCO MALAGON,

individually and on behalf of all other aggrieved
employees

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A Limited Liability Partnership

Including Professional Corporations

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SNK-KING LLC (erroneously sued as Snak King
Corporation)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES, CENTRAL DISTRICT

FRANCISCO MALAGON, individually, and
on behalf of other aggrieved employees,

Plaintiff,

v.

SNK KING CORPORATION, a
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 21STCV31865

Assigned for All Purposes to:

Hon. Lynne M. Hobbs

Dept. 61

Complaint Filed: August 27, 2021

Trial Date: None Set

PAGA SETTLEMENT AGREEMENT

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2. Aggrieved Employees: This Settlement covers (1) all individuals who are or were directly employed as hourly, non-exempt employees by Defendant within the State of California at any time during the PAGA Period; and (2) all individuals employed by the staffing agency HR Direct Services, Inc. as hourly, non-exempt employees that are or were on assignment at Defendant within the State of California at any time during the PAGA Period. All of the foregoing individuals are collectively referred to as the “Aggrieved Employees.”

4. PAGA Period: The Settlement covers the period from June 23, 2020, through March 31, 2025 (the “PAGA Period”).

6. Effective Date: “Effective Date” will be the date that the Superior Court enters a final order and judgment approving the Settlement (“Court Approval Order and Judgment”) and no timely appeal thereto has been filed within 60 days of entry of the Court Approval Order and Judgment. In the event that a timely appeal is filed within 60 days of the Court Approval Order and Judgment, the Effective Date shall occur when the appeal is adjudicated and no longer subject to further judicial review. At no time will Defendant have any obligation to fund the Settlement, in whole or in part, until after this Effective Date.

7. PAGA Letter: “PAGA Letter” means Plaintiff’s collective letters submitted to the Labor and Workforce Development Agency (“LWDA”) dated March 15, 2021, February 7, 2025, February 12, 2025, and February 14, 2025, and any subsequent letter submitted to the LWDA on behalf of Plaintiff.

1 8. Malagon Arbitration Action: “Malagon Arbitration Action” means Plaintiff’s individual
2 arbitration entitled *Francisco Malagon v. Snak King Corporation*, JAMS Ref. No. 5220002927.

3 9. Notice of Representative Action Settlement: "Notice" means the Notice of Representative
4 Action Settlement, substantially in the form attached as **Exhibit A and Exhibit B**, which shall be subject to
5 Court approval. The Settlement Administrator shall mail Exhibit A to each Aggrieved Employee who is or
6 was directly employed as an hourly, non-exempt employee by Defendant within the State of California at any
7 time between June 23, 2020 to March 31, 2025, along with their Individual Settlement Payments explaining
8 the terms of the Settlement. The Settlement Administrator shall mail Exhibit B to each Aggrieved Employee
9 who was or is employed by the staffing agency HR Direct Services, Inc. as an hourly, non-exempt employee
10 and who was or is on assignment at Defendant within the State of California at any time between June 23,
11 2020 to March 31, 2025, along with their Individual Settlement Payments explaining the terms of the
12 Settlement.

13 10. Gross Settlement Amount: Defendant will pay Six Hundred Thousand Dollars and Zero
14 Cents (\$600,000.00) to settle the PAGA claims in the Action (“Gross Settlement Amount”). In no event
15 shall Defendant be liable for more than the Gross Settlement Amount as a result of this Settlement for any
16 reason. The Gross Settlement Amount includes all PAGA penalties and payments, Settlement
17 Administration Fees, Attorneys’ Fees and Litigation Costs, Service Award, and all other associated amounts,
18 all of which shall be paid from the Gross Settlement Amount. The Gross Settlement Amount will be
19 allocated as follows:

20 a. Settlement Administration Fees. Plaintiff’s counsel will request that the Court
21 approve the administration fees and costs incurred by the Settlement Administrator
22 in administering the Settlement in the amount of Three Thousand Five Hundred
23 Dollars and Zero Cents (\$3,500.00) to be paid from the Gross Settlement Amount to
24 XPand Legal Consulting, LLC, the Settlement Administrator (“Settlement
25 Administration Fees”).

26 i. The Settlement Administration Fees include the
27 reasonable costs and fees of administering the Settlement to be paid from the
28 Gross Settlement Amount, including, but not limited to: (i) printing, mailing,

1 and re-mailing (if necessary) the Notice and Individual Settlement Payments
2 to the Aggrieved Employees; (ii) preparing and submitting to Aggrieved
3 Employees and government entities all appropriate tax filings and forms; (iii)
4 computing the amount of and distributing Individual Settlement Payments,
5 the Service Award, Attorneys' Fees and Litigation Costs, and the PAGA
6 payment to the LWDA; (iv) establishing a Qualified Settlement Fund, as
7 defined by the Internal Revenue Code; and (vi) preparing and submitting
8 filings required by law in connection with the payments required by the
9 Settlement.

10 ii. The Parties each represent they do not have any financial interest in
11 the Settlement Administrator or otherwise have a relationship with the Settlement
12 Administrator that could create a conflict of interest.

13 iii. The Settlement Administrator shall keep the Parties timely apprised
14 of the performance of all Settlement Administrator responsibilities required by the
15 Settlement. The Settlement Administrator shall be authorized to establish a
16 Qualified Settlement Fund ("QSF") pursuant to IRS rules and regulations in which
17 the Settlement Fund shall be placed and from which payments required by the
18 Settlement shall be made.

19 b. Attorneys' Fees and Litigation Costs. Plaintiff's counsel will request that the Court
20 approve an award of attorney's fees in an amount not to exceed Thirty Three and
21 One-Third Percent (33 1/3%) of the Gross Settlement Amount, or up to Two
22 Hundred Thousand Dollars and Zero Cents (\$200,000.00), and a separate request for
23 reasonable litigation costs in the amount not to exceed Forty Thousand Dollars and
24 Zero Cents (\$40,000.00), which were actually incurred in this matter ("Attorneys'
25 Fees and Litigation Costs"). Defendant shall not oppose or object to Plaintiff's
26 request for an award of attorneys' fees in an amount not to exceed \$200,000.00 and
27 request for an award of reasonable costs not to exceed \$40,000.00. The Settlement
28 Administrator shall issue an IRS Form 1099 to Plaintiff's Counsel for the Attorneys'

1 Fees and Litigation Costs.

- 2 c. Service Award. Plaintiff will request that the Court approve a service award to
3 Plaintiff in an amount not to exceed Ten Thousand Dollars and Zero Cents
4 (\$10,000.00) ("Service Award"). Defendant shall not oppose or object to Plaintiff's
5 request for Service Award in an amount not to exceed \$10,000.00. The Settlement
6 Administrator shall issue an IRS Form 1099 to Plaintiff for his Service Award; and
7 d. Net Settlement Amount. The remaining funds (the Gross Settlement Amount less
8 the Settlement Administration Fees, Attorneys' Fees and Litigation Costs, and
9 Service Award) shall be referred to as the "Net Settlement Amount." To the extent
10 that the Court approves less than the amounts stated above for the Settlement
11 Administration Fees, Attorneys' Fees and Litigation Costs, or Service Award, any
12 reduced amount shall be allocated to the Net Settlement Amount.

13 11. Distribution of the Net Settlement Amount. The Net Settlement Amount shall be designated
14 as PAGA penalties to be allocated between the LWDA and the Aggrieved Employees pursuant to Labor
15 Code Section 2699(i), with seventy five percent (75%) paid to the LWDA and twenty five percent (25%)
16 paid to the Aggrieved Employees. The 25% of the Net Settlement Amount will be paid to the Aggrieved
17 Employees on a pro rata basis according to the following formula: Defendant shall provide the Settlement
18 Administrator with the Compensable Pay Periods for each Aggrieved Employee. The Settlement
19 Administrator shall then divide the Aggrieved Employees' portion of the Net Settlement Amount by the total
20 number of Compensable Pay Periods for all Aggrieved Employees resulting in a value for each pay period
21 worked by the Aggrieved Employees during the PAGA Period ("Pay Period Value"). The Settlement
22 Administrator shall then multiply the number of Compensable Pay Periods for each Aggrieved Employee by
23 the Pay Period Value.

24 12. Settlement Administration. The Settlement Administrator, XPand Legal Consulting, LLC,
25 will administer this Settlement and will be responsible for issuing payments and appropriate tax forms to
26 Aggrieved Employees, the LWDA, Plaintiff, and Plaintiff's counsel. The estimate of costs of administration
27 for the disbursement of the Gross Settlement Amount is no more than Three Thousand Five Hundred Dollars
28 (\$3,500.00). If less than \$3,500.00 is spent on administration of the Settlement, any unused funds will

1 become part of the Net Settlement Amount.

2 13. Funding of the Settlement. Within fourteen (14) calendar days after the Effective Date,
3 Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator. Within fourteen
4 (14) calendar days after the Effective Date, Defendant shall provide the Settlement Administrator with a list
5 of all Aggrieved Employees, with each listed employee's full name, last known mailing address, social
6 security number, and the total number of pay periods worked by the Aggrieved Employee during the PAGA
7 Period. The Settlement Administrator shall run all the addresses of Aggrieved Employees through the United
8 States Postal Service NCOA database to obtain current address information. Within fifteen (15) calendar
9 days of receipt of the Gross Settlement Amount, the Settlement Administrator will issue payments to: (i)
10 Aggrieved Employees; (ii) the LWDA; (iii) Plaintiff's counsel; (iv) Plaintiff; and (v) the Settlement
11 Administrator. The Settlement Administrator will skip-trace return mail and re-mail within five (5) calendar
12 days. The Settlement Administrator will issue the appropriate tax forms for all payments issued under this
13 Settlement.

14 14. Individual Settlement Payments to Aggrieved Employees: The Settlement Administrator
15 will issue each Aggrieved Employee a check for his or her share of the Net Settlement Amount ("Individual
16 Settlement Payments") along with the applicable Notice (collectively, the Individual Settlement Payment
17 check with the Notice, is referred to as the "Settlement Packet"). Individual Settlement Payment checks will
18 remain negotiable for one hundred eighty (180) days. Any checks returned as non-deliverable on or before
19 the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address
20 affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to
21 determine a correct address by the use of skip-tracing, or other type of automated search, using the name,
22 address, and/or Social Security number of the Aggrieved Employee involved, and shall then perform a re-
23 mailing to the Aggrieved Employee whose Settlement Packet was returned as non-deliverable, assuming
24 another mailing address is identified by the Settlement Administrator. If these procedures are followed,
25 notice to Aggrieved Employees shall be deemed to have been fully satisfied, and if the intended recipient of
26 the Settlement Packet does not receive the Settlement Packet, the intended recipient shall nevertheless remain
27 bound by all terms of the Settlement and the Judgment.

28 a. Funds represented by Individual Settlement Payment checks returned as undeliverable and

1 those checks remaining un-cashed for more than 180 days after issuance will be tendered to
2 the Unclaimed Property Fund of the California State Controller's Office, to be held in the
3 name of the Aggrieved Employees. The Parties do not bear any liability for lost or stolen
4 checks, forged signatures on checks, or unauthorized negotiation of checks. Unless
5 responsible by its own acts of omission or commission, the same is true for the Settlement
6 Administrator. All Individual Settlement Payments to Aggrieved Employees will be treated
7 as non-wage penalties for which an IRS Form 1099 will be issued.

8 b. Determination of Individual Settlement Payments. The Settlement Administrator shall
9 determine the eligibility for, and the amount of, each Individual Settlement Payment under
10 the terms of this Settlement. The Settlement Administrator's determination of the eligibility
11 for and amount of each Individual Settlement Payment shall be binding upon the Aggrieved
12 Employees and the parties. In the absence of fraud or gross negligence, Defendant's records
13 shall be presumed accurate.

14 15. Release of Plaintiff's Individual Claims: As of and subject to Defendant submitting the
15 Gross Settlement Amount to the Settlement Administrator, Plaintiff, and anyone and any entity claiming
16 through Plaintiff, including but not limited to Plaintiff's heirs, administrators, successors in interest, assigns
17 and agents, fully and finally releases Defendant and each of its past, present and future agents, employees,
18 servants, officers, directors, managers, partners, trustees, representatives, shareholders, stockholders,
19 members, owners, fiduciaries, attorneys, parents, subsidiaries, equity sponsors, related
20 companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers,
21 consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and all of their
22 respective past, present and future agents, employees, servants, officers, directors, managers, partners,
23 trustees, representatives, shareholders, stockholders, members, owners, fiduciaries, attorneys, parents,
24 subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns,
25 predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, and
26 affiliated organizations, and each of them, from any and all claims, of any and every nature whatsoever,
27 whether known or unknown, whether suspected or unsuspected, whether matured or unmatured, and whether
28 fixed or contingent, under federal, state and/or local law, statute, ordinance, regulation, common law, or other

1 source of law, including but not limited to claims arising from or related to his employment with Defendant
2 and compensation while an employee of Defendant (“Plaintiff’s Released Claims”). Plaintiff’s Released
3 Claims include, but are not limited to, all claims arising from or reasonably related to the Action, the Malagon
4 Arbitration Action, and/or the PAGA Letter, whether pleaded or not pleaded. Plaintiff’s Released Claims
5 also include all claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight
6 time compensation, overtime compensation, double-time compensation, and interest; failure to pay reporting
7 time pay; split shift premiums; payment for all hours worked; off-the-clock work; the calculation of the
8 regular rate of pay; failure to pay overtime compensation, double-time compensation, meal and rest period
9 premiums, sick pay, and reporting time pay at the regular rate of pay; failure to include additional
10 remuneration, including bonuses, in the regular rate of pay; failure to provide compliant meal periods; failure
11 to provide compliant rest periods; failure to pay proper meal and rest period penalties; unlawful deductions
12 and withholdings from employee wages; failure to indemnify for necessary expenditures and/or losses
13 incurred from the discharge of his duties; failure to furnish and maintain accurate itemized wage statements;
14 failure to maintain accurate, required records, including but not limited to records of hours worked and
15 payroll records; failure to produce and/or permit inspection of employment records and/or instruments
16 signed; failure to provide suitable resting facilities; failure to provide suitable seating; failure to provide
17 proper paid sick leave; failure to provide one day’s rest in seven; improperly requiring employees to agree in
18 writing to a term and/or condition known to be prohibited by law; improperly requiring employees to execute
19 arbitration agreements as a condition of employment; failure to timely pay wages during employment; failure
20 to timely pay wages at separation of employment; unfair business practices; penalties, including, but not
21 limited to, civil penalties, recordkeeping penalties, wage statement penalties, meal/rest period penalties,
22 minimum-wage penalties, and waiting-time penalties; and attorneys’ fees and costs. Plaintiff’s Released
23 Claims include all claims arising under the California Labor Code (including, but not limited to, sections 200,
24 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 206.5, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223,
25 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 245-248.5, 256, 432, 432.5, 432.6, 433, 450, 510,
26 511, 512, 516, 550, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198,
27 1198.5, 1199, 2800, 2802, 2698 *et seq.*, and 2699 *et seq.*); all claims arising under: the Wage Orders of the
28 California Industrial Welfare Commission (“IWC”); the California Private Attorneys General Act of 2004

1 (“PAGA”); California Business and Professions Code section 17200, *et seq.*; the California Civil Code, to
2 include but not limited to, sections 3287, 3336 and 3294; 8 CCR § 11010; 8 CCR § 11040; 8 CCR § 11090;
3 California Code of Civil Procedure § 1021.5; the California common law of contract; the FLSA, 29 U.S.C. §
4 201, *et seq.*; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. § 1001, *et*
5 *seq.* (“ERISA”). Plaintiff’s Released Claims also include all claims for lost wages and benefits, emotional
6 distress, retaliation, discrimination, harassment, hostile work environment, failure to engage in the interactive
7 process, failure to accommodate, failure to prevent, wrongful termination, punitive damages, and attorneys’
8 fees and costs arising under federal, state, or local laws, such as, by way of example only, (as amended) 42
9 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the Age
10 Discrimination in Employment Act, and the California Fair Employment and Housing Act; and the law of
11 contract and tort. This release excludes the release of claims not permitted by law.

12 16. Release of Unknown Claims. Plaintiff has reviewed and hereby expressly waives the
13 provisions of Section 1542 of the California Civil Code, which provides as follows: “A GENERAL
14 RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY
15 DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
16 EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
17 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
18 PARTY.” This Settlement Agreement extends to all claims or causes of action, of every nature and kind
19 whatsoever, known or unknown, enumerated in this Settlement Agreement or otherwise. Plaintiff may
20 hereafter discover presently unknown facts or claims different from or in addition to those that Plaintiff now
21 knows as to the matters released herein. Nevertheless, it is Plaintiff’s intention, through this Settlement
22 Agreement, to fully release all such matters and all claims related thereto, which do now exist, may exist or
23 heretofore have existed.

24 17. Older Worker's Benefit Protection Act. This Settlement Agreement constitutes a knowing
25 and voluntary waiver of any and all rights or claims that Plaintiff has or may have under the Federal Age
26 Discrimination In Employment Act, as amended by the Older Workers' Benefit Protection Act of 1990,
27 29 U.S.C. §§ 621 *et seq.* This paragraph and this Settlement Agreement are written in a manner calculated to
28 be understood by Plaintiff. Plaintiff is hereby advised in writing to consult with an attorney before signing

1 this Settlement Agreement. Plaintiff has had a reasonable time of up to 21 days in which to consider signing
2 this Settlement Agreement. If Plaintiff decides not to use all 21 days, Plaintiff knowingly and voluntarily
3 waives any claims that Plaintiff was not given the 21-day period or did not use the entire 21 days to consider
4 this Settlement Agreement. Plaintiff may revoke this Settlement Agreement at any time within the 7-day
5 period following the date Plaintiff signs this Settlement Agreement by providing written notice of revocation
6 to Defendant's counsel in the Action so that said revocation notice is received before the expiration of the 7-
7 day revocation period (the "Revocation Period"). The Settlement Agreement shall not become effective or
8 enforceable until after the Revocation Period has expired. Plaintiff understands that if Plaintiff revokes the
9 Settlement Agreement within the Revocation Period, the entire Settlement Agreement shall become null and
10 void and he shall not receive the Service Award.

11 18. PAGA Release. As of and subject to Defendant submitting the Gross Settlement Amount to
12 the Settlement Administrator, all Aggrieved Employees, including Plaintiff, and their successors, assigns,
13 and/or agents, and the LWDA, shall be deemed to have fully and finally released and discharged Defendant
14 and HR Direct Services, Inc., and each of their respective past, present and future agents, employees,
15 servants, officers, directors, managers, partners, trustees, representatives, shareholders, stockholders,
16 members, owners, fiduciaries, attorneys, parents, subsidiaries, equity sponsors, related
17 companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers,
18 consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and all of their
19 respective past, present and future agents, employees, servants, officers, directors, managers, partners,
20 trustees, representatives, shareholders, stockholders, members, owners, fiduciaries, attorneys, parents,
21 subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns,
22 predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, and
23 affiliated organizations, and each of them (the "Released Parties"), from the "Released Claims." For
24 purposes of this Settlement Agreement, the "Released Claims" are defined as all Aggrieved Employees'
25 claims for penalties, attorneys fees, costs or interest recoverable under PAGA arising out of or in any way
26 relating to the circumstances giving rise to any of the claims in the Action and/or the PAGA Letter, directly
27 or indirectly, or claims that were alleged or which reasonably could have been alleged based on the factual
28 allegations in the Action and/or PAGA Letter, including all claims and potential claims for penalties

1 recoverable under PAGA concerning wages, including all claims for failure to pay all wages due, including
2 failure to pay minimum wages, straight time compensation, overtime compensation, and double-time
3 compensation; failure to pay for all hours worked; the calculation of the regular rate of pay; failure to pay
4 overtime compensation, double-time compensation, meal and rest period premiums, sick pay, and reporting
5 time pay at the regular rate of pay; failure to include additional remuneration, including bonuses, in the
6 regular rate of pay; off-the-clock work; failure to provide compliant meal periods; failure to provide
7 compliant rest periods; failure to pay proper meal and rest period penalties; unlawful deductions and
8 withholdings from employees' wages; failure to maintain accurate, required records, including but not limited
9 to records of hours worked and payroll records; failure to furnish and maintain accurate itemized wage
10 statements; failure to provide proper paid sick leave; failure to provide one day's rest in seven; improperly
11 requiring employees to agree in writing to a term and/or condition known to be prohibited by law; improperly
12 requiring employees to execute arbitration agreements as a condition of employment; failure to timely pay
13 wages during employment; failure to timely pay wages at separation of employment; failure to indemnify
14 employees for necessary expenditures and/or losses incurred from the discharge of their duties; waiting time
15 penalties; and including without limitation any and all potential claims for penalties recoverable under PAGA
16 predicated upon California Labor Code Sections 201-204, 205.5, 206.5, 210, 218.5, 218.6, 221, 223, 224,
17 225.5, 226, 226.3, 226.7, 246, 256, 432.5, 432.6, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12,
18 1194, 1197, 1197.1, 1198, 1199, 2800, 2802, and 2698 *et seq.*, and any duplicative or similar provisions
19 arising under the Wage Orders of the California Industrial Welfare Commission; 8 CCR Section 11010; 8
20 CCR Section 11040; 8 CCR Section 11090; California Civil Code Sections 3287, 3288; and any other
21 PAGA penalty claims whatsoever alleged in the Action and/or PAGA Letter, whether known or unknown,
22 during the PAGA Period.

23 19. Escalator Clause. Defendant estimated that, from the period of June 3, 2020, to January 31,
24 2025, there were a total of approximately 37,515 pay periods worked by Aggrieved Employees during the
25 PAGA Period. This number would be expected to increase proportionally for the passage of time since that
26 date. Should the number of pay periods during the PAGA Period increase beyond ten percent (10%) of the
27 estimated pay periods (i.e. exceeds 41,267 pay periods), Defendant, at its sole discretion, has the option of
28 either: (1) agreeing to increase the Gross Settlement Amount on a pro rata basis (with an additional \$14.54

1 per pay period) according to the number of additional pay periods over the 10% cap, or (2) agreeing to close
2 the PAGA Period just before the date the pay periods exceeds this 10% cap.

3 20. Court Approval of the Settlement.

- 4 a. The Parties agree that no later than ten (10) days after signing this Settlement Agreement, as
5 a condition of settlement, Plaintiff will have filed an amended PAGA Letter with the LWDA
6 to encompass all Aggrieved Employees and include all facts, theories, and alleged Labor
7 Code violations for civil penalties pursuant to the PAGA as set forth in the PAGA Release.
8 Thereafter, within five (5) days after the exhaustion period, Plaintiff will seek leave to file
9 with the Court a first amended complaint which encompasses all Aggrieved Employees and
10 includes all facts, theories, and alleged Labor Code violations for civil penalties pursuant to
11 the PAGA as set forth in the PAGA Release.
- 12 b. The Parties agree that no later than five (5) days after entry of the Court Approval Order and
13 Judgment, Plaintiff will file a Request for Dismissal with prejudice in its entirety in the
14 Malagon Arbitration Action. Pending approval of the Settlement, the Parties agree to stay the
15 Malagon Arbitration Action, including any arbitration hearing, discovery, or other deadlines
16 therein, promptly notify JAMS of the Settlement and request to vacate any pending hearings
17 or status conferences in the Malagon Arbitration Action, such that no further invoice deposit
18 will be issued to the Parties.
- 19 c. Plaintiff will promptly move the Court for approval of the Settlement pursuant to Labor
20 Code § 2699(1). The Parties agree to use their best efforts to obtain approval as quickly as
21 possible, to the extent consistent with the terms of this Settlement Agreement, and will not
22 take any action adverse to each other in obtaining the Court's approval of this Settlement
23 Agreement in all respects. The Parties agree to a stay of all trial court proceedings in the
24 Action, including but not limited to all pending deadlines (discovery or otherwise) that may
25 currently apply to any party in the Action. The Parties further agree that the five year
26 deadline to bring the case to trial under Code of Civil Procedure section 583.310 is hereby
27 stayed and shall remain stayed until the Court enters the Court Approval Order and
28 Judgment. The Parties also agree that in the event the Court does not approve the Settlement,

1 the Parties will work in good faith to amend the Settlement to comport with the Court's
2 instructions.

3 21. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced herein
4 will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved
5 Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock
6 purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
7 Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which
8 any Aggrieved Employee may be entitled under any benefit plans.

9 22. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that
10 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
11 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right
12 herein released and discharged.

13 23. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve the
14 Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this
15 Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the
16 Parties will be returned to their original respective positions.

17 24. Continued Jurisdiction. After entry of the Court Approval Order, the Court will have
18 continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms
19 of the Settlement, (ii) settlement administration matters, and (iii) such post-Court Approval Order matters as
20 may be appropriate under court rules or as set forth in this Settlement Agreement.

21 25. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties'
22 settlement terms regarding the Action and the Malagon Arbitration Action. No other prior or
23 contemporaneous written or oral agreements may be deemed binding on the Parties.

24 26. Amendment or Modification. This Settlement Agreement may be amended or modified
25 only by a written instrument, signed by either all the Parties or their successors-in-interest or counsel for all
26 Parties.

27 27. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
28 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement

1 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this
2 Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the
3 terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use
4 their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement
5 on the form or content of any document needed to implement the Settlement, or on any supplemental
6 provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the
7 assistance of the Court to resolve such disagreement.

8 28. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and
9 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

10 29. California Law Governs. All terms of this Settlement Agreement and Exhibit(s) hereto will
11 be governed by and interpreted according to the laws of the State of California.

12 30. Execution and Counterparts. This Settlement Agreement is subject only to the execution of
13 all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed
14 counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed
15 to be the same instrument.

16 31. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
17 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
18 Settlement after arm's-length negotiations. The Parties further acknowledge that they are each represented by
19 competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness
20 and reasonableness of this Settlement.

21 32. Denial of Liability. The Parties expressly recognize that the making of this Settlement
22 Agreement does not in any way constitute an admission or concession of wrongdoing on the part of
23 Defendant. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements,
24 discussions or communications, nor any materials prepared, exchanged, issued or used during the course of
25 this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be
26 admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or
27 proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule
28 or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this

1 Settlement Agreement may be used in any proceeding in the Court that has as its purpose the interpretation,
2 implementation, or enforcement of the Settlement or any orders of the Court entered into in connection
3 therewith.

4 33. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement
5 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent
6 with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.
7 If any provision of this Settlement Agreement or the application thereof is held invalid, the invalidity shall not
8 affect other provisions or applications of this Settlement Agreement which can be given effect without the
9 invalid provisions or application and, to this end, the provisions of this Settlement Agreement are declared to
10 be severable. Notwithstanding the foregoing, no portion of any release contained herein may be deemed
11 severed or deleted from this Settlement Agreement, except upon waiver in writing by the applicable party.

12 34. Captions. The captions and section numbers in this Settlement Agreement are inserted for
13 the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
14 provisions of this Settlement.

15 35. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or
16 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a
17 further waiver by such Party of the same or any other condition, covenant, right or remedy.

18 36. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
19 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
20 more strictly against one Party than another merely by virtue of the fact that it may have been prepared by
21 counsel for one of the Parties, it being recognized that, because of the arms'-length negotiations between the
22 Parties, all Parties have contributed to the preparation of this Settlement Agreement.

23 37. Representation By Counsel. The Parties acknowledge that they have been represented by
24 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this
25 Settlement Agreement has been executed with the consent and advice of counsel and reviewed in full.

26 38. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
27 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement
28 Agreement.

1 39. Binding Agreement. The Parties warrant that they understand and have full authority to
2 enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and
3 binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to
4 enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under
5 federal or state law.

6 40. Confidentiality. Plaintiff and Plaintiff's Counsel agree that they will not issue any press
7 releases, initiate any contact with the press, respond to any press inquiry or have any communication with the
8 press about the amount or terms of the Settlement. Plaintiff's Counsel may respond to press inquiries by
9 stating the matter has been resolved and refer the press to court filings. In addition, Plaintiff and Plaintiff's
10 Counsel agree that they will not engage in any advertising or distribute any marketing materials specifying
11 any material terms relating to the Settlement, including but not limited to any postings on any websites
12 maintained by Plaintiff's Counsel and including but not limited to the identity of Defendant or HR Direct
13 Services, Inc. and/or any information that identifies Defendant or anyone associated with Defendant or HR
14 Direct Services, Inc. The Settlement Administrator shall not create nor maintain any website regarding this
15 Settlement at any time. Any communication about the Settlement to Aggrieved Employees prior to the
16 Court-approved mailing will be limited to a statement that a settlement has been reached and the details will
17 be communicated in a forthcoming Court-approved notice. Until Plaintiff's motion for approval of the
18 PAGA settlement is filed, Plaintiff is prohibited from discussing the terms or the fact of the settlement with
19 third parties other than (1) his immediate family members, and/or (2) his accountants or lawyers as necessary
20 for tax purposes.

21 41. No Other Claims. Plaintiff represents that, other than the Action and Malagon Arbitration
22 Action, he has not filed any complaint, claims or actions against Defendant or its agents, supervisors,
23 employees or representatives, attorneys, divisions, parents, subsidiaries, parents' subsidiaries, affiliates,
24 successors and/or assigns with any state, federal or local agency or court.

25 42. Covenant Not To Sue. Plaintiff has not directly or indirectly instituted any legal action
26 against the Released Parties based upon, arising out of, or relating to any claims released in this Settlement
27 Agreement other than the Action and Malagon Arbitration Action. Plaintiff has not and will not directly or
28 indirectly encourage and/or solicit any third party to institute any legal action against the Released Parties, to

1 the extent allowed by law.

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3 Dated: April 8, 2025

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By Francisco Malagon C.
Francisco Malagon C. (Apr 8, 2025 16:46 PDT)
Plaintiff FRANCISCO MALAGON

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8 Dated: April 8, 2025

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By
Defendant SNAK-KING LLC

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1 the extent allowed by law.

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3 Dated: April 8, 2025

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5 By

Plaintiff FRANCISCO MALAGON

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7 4/22/2025

8 Dated: April _____, 2025

9 DocuSigned by:

Barry Levin

B11D1468318E40E

10 Defendant SNAK-KING LLC

11 by Barry Levin, Chief Executive Officer

EXHIBIT A

EXHIBIT A

Notice of PAGA Settlement and Release of Claims

A court authorized this notice. This is not a solicitation.

This is not a lawsuit against you, and you are not being sued.

TO: All individuals who are or were directly employed as hourly, non-exempt employees by Snak-King LLC within the State of California at any time between June 23, 2020, to March 31, 2025

I. NOTICE OF PAGA SETTLEMENT

You have received this notice because according to Snak-King LLC's ("Snak-King") records, at some time during the time period of June 23, 2020 to March 31, 2025 (the "PAGA Period"), you were employed by Snak-King as an hourly, non-exempt employee in California. This notice relates to the settlement of a case entitled *Francisco Malagon v. Snak King. Corp.*, Case No. 21STCV31865, filed in the Los Angeles Superior Court.

In the case, Plaintiff Francisco Malagon ("Plaintiff") sought civil penalties pursuant to the Private Attorneys General Act of 2004 ("PAGA") on behalf of the State of California and (1) all individuals who are or were directly employed as hourly, non-exempt employees by Snak-King within the State of California at any time during the PAGA Period; and (2) all individuals employed by the staffing agency HR Direct as hourly, non-exempt employees that are or were on assignment at Snak-King within the State of California at any time during the PAGA Period. All of the foregoing individuals are collectively referred to as the "Aggrieved Employees."

Plaintiff alleged various claims, including but not limited to claims for failure to provide meal periods, failure to provide rest periods, failure to pay minimum and overtime wages, failure to provide accurate itemized wage statements, failure to timely pay all wages during employment and upon separation of employment, and failure to reimburse business expenses. The Court has not made a determination about Plaintiff's allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim. However, the Court has approved the settlement.

Snak-King denies all of the allegations alleged in the case and enters into this settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

You worked <<**PayPeriods**>> pay periods during the PAGA Period.

Your individual PAGA payment is estimated to be <<**Check Amount**>>.

Each individual PAGA payment was calculated on a pro rata basis (*i.e.*, proportional) based on the number of pay periods worked by each Aggrieved Employee in the PAGA Period divided by the total number of pay periods worked by all Aggrieved Employees.

III. RELEASE

As of and subject to submitting the Gross Settlement Amount to the Settlement Administrator, all Aggrieved Employees, including Plaintiff, and their successors, assigns, and/or agents, and the Labor and Workforce Development Agency, shall be deemed to have fully and finally released and discharged Snak-King and HR Direct Services, Inc., and each of their respective past, present and future agents, employees, servants, officers, directors, managers, partners, trustees, representatives, shareholders, stockholders, members, owners,

fiduciaries, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and all of their respective past, present and future agents, employees, servants, officers, directors, managers, partners, trustees, representatives, shareholders, stockholders, members, owners, fiduciaries, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and each of them (the “Released Parties”), from the “Released Claims.” For purposes of this Settlement Agreement, the “Released Claims” are defined as all Aggrieved Employees’ claims for penalties, attorneys fees, costs or interest recoverable under PAGA arising out of or in any way relating to the circumstances giving rise to any of the claims in the Action and/or the PAGA Letter, directly or indirectly, or claims that were alleged or which reasonably could have been alleged based on the factual allegations in the Action and/or PAGA Letter, including all claims and potential claims for penalties recoverable under PAGA concerning wages, including all claims for failure to pay all wages due, including failure to pay minimum wages, straight time compensation, overtime compensation, and double-time compensation; failure to pay for all hours worked; the calculation of the regular rate of pay; failure to pay overtime compensation, double-time compensation, meal and rest period premiums, sick pay, and reporting time pay at the regular rate of pay; failure to include additional remuneration, including bonuses, in the regular rate of pay; off-the-clock work; failure to provide compliant meal periods; failure to provide compliant rest periods; failure to pay proper meal and rest period penalties; unlawful deductions and withholdings from employees’ wages; failure to maintain accurate, required records, including but not limited to records of hours worked and payroll records; failure to furnish and maintain accurate itemized wage statements; failure to provide proper paid sick leave; failure to provide one day’s rest in seven; improperly requiring employees to agree in writing to a term and/or condition known to be prohibited by law; improperly requiring employees to execute arbitration agreements as a condition of employment; failure to timely pay wages during employment; failure to timely pay wages at separation of employment; failure to indemnify employees for necessary expenditures and/or losses incurred from the discharge of their duties; waiting time penalties; and including without limitation any and all potential claims for penalties recoverable under PAGA predicated upon California Labor Code Sections 201-204, 205.5, 206.5, 210, 218.5, 218.6, 221, 223, 224, 225.5, 226, 226.3, 226.7, 246, 256, 432.5, 432.6, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 1199, 2800, 2802, and 2698 *et seq.*, and any duplicative or similar provisions arising under the Wage Orders of the California Industrial Welfare Commission; 8 CCR Section 11010; 8 CCR Section 11040; 8 CCR Section 11090; California Civil Code Sections 3287, 3288; and any other PAGA penalty claims whatsoever alleged in the Action and/or PAGA Letter, whether known or unknown, during the PAGA Period.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. You are not a party to this lawsuit, but you and the government are bound by the judgment in this matter as to the civil penalties under PAGA.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE. You may call the Settlement Administrator, XPand Legal Consulting, LLC, toll free at [REDACTED] with any questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the Unclaimed Property Fund maintained by California State Controller’s Office. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

EXHIBIT B

Notice of PAGA Settlement and Release of Claims

A court authorized this notice. This is not a solicitation.

This is not a lawsuit against you, and you are not being sued.

TO: All individuals employed by the staffing agency HR Direct Services, Inc. as hourly, non-exempt employees that are or were on assignment at Snak-King LLC within the State of California at any time between June 23, 2020, to March 31, 2025

I. NOTICE OF PAGA SETTLEMENT

You have received this notice because according to HR Direct Services, Inc.'s ("HR Direct") records, at some time during the time period of June 23, 2020 to March 31, 2025 (the "PAGA Period"), you were employed by HR Direct as an hourly, non-exempt employee on assignment at Snak-King LLC ("Snak-King") in California. This notice relates to the settlement of a case entitled *Francisco Malagon v. Snak King. Corp.*, Case No. 21STCV31865, filed in the Los Angeles Superior Court.

In the case, Plaintiff Francisco Malagon ("Plaintiff") sought civil penalties pursuant to the Private Attorneys General Act of 2004 ("PAGA") on behalf of the State of California and (1) all individuals who are or were directly employed as hourly, non-exempt employees by Snak-King within the State of California at any time during the PAGA Period; and (2) all individuals employed by the staffing agency HR Direct as hourly, non-exempt employees that are or were on assignment at Snak-King within the State of California at any time during the PAGA Period. All of the foregoing individuals are collectively referred to as the "Aggrieved Employees."

Plaintiff alleged various claims, including but not limited to claims for failure to provide meal periods, failure to provide rest periods, failure to pay minimum and overtime wages, failure to provide accurate itemized wage statements, failure to timely pay all wages during employment and upon separation of employment, and failure to reimburse business expenses. The Court has not made a determination about Plaintiff's allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim. However, the Court has approved the settlement.

Snak-King denies all of the allegations alleged in the case and enters into this settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

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You worked <<PayPeriods>> pay periods during the PAGA Period.

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III. RELEASE

As of and subject to submitting the Gross Settlement Amount to the Settlement Administrator, all Aggrieved Employees, including Plaintiff, and their successors, assigns, and/or agents, and the Labor and Workforce Development Agency, shall be deemed to have fully and finally released and discharged Snak-King and HR Direct Services, Inc., and each of their respective past, present and future agents, employees, servants, officers,

directors, managers, partners, trustees, representatives, shareholders, stockholders, members, owners, fiduciaries, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and all of their respective past, present and future agents, employees, servants, officers, directors, managers, partners, trustees, representatives, shareholders, stockholders, members, owners, fiduciaries, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and each of them (the "Released Parties"), from the "Released Claims." For purposes of this Settlement Agreement, the "Released Claims" are defined as all Aggrieved Employees' claims for penalties, attorneys fees, costs or interest recoverable under PAGA arising out of or in any way relating to the circumstances giving rise to any of the claims in the Action and/or the PAGA Letter, directly or indirectly, or claims that were alleged or which reasonably could have been alleged based on the factual allegations in the Action and/or PAGA Letter, including all claims and potential claims for penalties recoverable under PAGA concerning wages, including all claims for failure to pay all wages due, including failure to pay minimum wages, straight time compensation, overtime compensation, and double-time compensation; failure to pay for all hours worked; the calculation of the regular rate of pay; failure to pay overtime compensation, double-time compensation, meal and rest period premiums, sick pay, and reporting time pay at the regular rate of pay; failure to include additional remuneration, including bonuses, in the regular rate of pay; off-the-clock work; failure to provide compliant meal periods; failure to provide compliant rest periods; failure to pay proper meal and rest period penalties; unlawful deductions and withholdings from employees' wages; failure to maintain accurate, required records, including but not limited to records of hours worked and payroll records; failure to furnish and maintain accurate itemized wage statements; failure to provide proper paid sick leave; failure to provide one day's rest in seven; improperly requiring employees to agree in writing to a term and/or condition known to be prohibited by law; improperly requiring employees to execute arbitration agreements as a condition of employment; failure to timely pay wages during employment; failure to timely pay wages at separation of employment; failure to indemnify employees for necessary expenditures and/or losses incurred from the discharge of their duties; waiting time penalties; and including without limitation any and all potential claims for penalties recoverable under PAGA predicated upon California Labor Code Sections 201-204, 205.5, 206.5, 210, 218.5, 218.6, 221, 223, 224, 225.5, 226, 226.3, 226.7, 246, 256, 432.5, 432.6, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 1199, 2800, 2802, and 2698 *et seq.*, and any duplicative or similar provisions arising under the Wage Orders of the California Industrial Welfare Commission; 8 CCR Section 11010; 8 CCR Section 11040; 8 CCR Section 11090; California Civil Code Sections 3287, 3288; and any other PAGA penalty claims whatsoever alleged in the Action and/or PAGA Letter, whether known or unknown, during the PAGA Period.

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