

JOINT STIPULATION OF PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of PAGA Settlement and Release is made by and among Dulce Perez, Unilever Manufacturing (US), Inc. (erroneously sued in the Action as Unilever Manufacturing, Inc.), Kingdom Animalia, LLC, and United Employment Solutions, Inc.. Subject to approval by a Court in accordance with California Labor Code Section 2699(1)(2), and subject to the terms and conditions set forth below, the Parties agree as set forth below.

I. DEFINITIONS.

The following terms used in this Settlement shall have the meanings ascribed to them below:

- A. “Action” means the civil action under PAGA entitled *Dulce Perez v. Unilever Manufacturing, Inc. and Kingdom Animalia, LLC*, Los Angeles County Court Case No. 21STCV25707.
- B. “Agreement,” “Settlement,” or “Settlement Agreement” means this Joint Stipulation of PAGA Settlement and Release.
- C. “Court” means the Superior Court for the State of California, County of Los Angeles.
- D. “Covered Period” means the period of time from May 9, 2020 to the date the Court enters the Order granting approval of this settlement or October 8, 2023, whichever occurs sooner.
- E. “Defendants” means Unilever Manufacturing (US), Inc. and Kingdom Animalia, LLC.
- F. “Defendants’ Counsel” means the law firm of Ogletree, Deakins, Nash, Smoak & Stewart, P.C., including but not limited to Evan R. Moses and Christopher F. McCracken.
- G. “Effective Date” means two court days after: (a) the Parties are notified of entry of the Court’s Order granting approval of the Settlement, if no timely motions for reconsideration and no appeals or other efforts to obtain review have been filed; or (b) in the event that an appeal or other effort to obtain reconsideration or review has been initiated, the date sixty-one (61) calendar days after such appeal or other reconsideration or review has been finally concluded in favor of the Order granting approval of the Settlement and the Order granting approval of the Settlement is no longer subject to review, whether by appeal, petitions for rehearing, petitions for rehearing en banc, petitions for certiorari, or otherwise and funding of the Settlement Payments.
- H. “Kingdom Animalia” means defendant Kingdom Animalia, LLC.
- I. “LWDA” means the California Labor & Workforce Development Agency.

- J. “LWDA Payment” means the payment to LWDA of seventy-five percent of the Net Settlement Amount under this Settlement and as required by PAGA.
- K. “Net Settlement Amount” means the amount from the Total Settlement Amount that remains for distribution as the LWDA Payment and as Settlement Shares to the PAGA Settlement Group Members after deductions from the Total Settlement Amount for the Settlement Administrator’s fees and expenses, the incentive payment to Plaintiff, and Plaintiff’s Counsels’ attorneys’ fees and costs award. The entire Net Settlement Amount will be distributed to the LWDA and PAGA Settlement Group Members for settlement of PAGA penalties.
- L. “Order” means the Order granting approval of the Settlement. The Parties will submit a proposed Order Approving Settlement Agreement for consideration by the Court.
- M. “PAGA” means the Labor Code Private Attorneys General Act of 2004, California Labor Code Section 2698 et seq.
- N. “PAGA Settlement Group Members” means: all current and former non-exempt employees of United and/or Defendants, who worked at the Distribution Center located at 17110 South Main Street, Gardena, CA 90248 (“Distribution Center”) at any time during the period from May 9, 2020 to the date the Court enters the Order granting approval of this Settlement or October 8, 2023, whichever occurs sooner. The Parties agree that “PAGA Settlement Group Members” include workers provided to the Distribution Center by Defendants or by United.
- O. “Plaintiff” means plaintiff Dulce Perez.
- P. “Plaintiff’s Counsel” means Alan I. Schimmel, Michael W. Parks, Arya Rhodes, and Inga Orbeli, of the law firm Schimmel and Parks, P.C..
- Q. “Parties” means Plaintiff, Defendants, and United.
- R. “Released PAGA Claims” means all causes of action and factual or legal theories that were alleged in the operative complaint in the Action or reasonably could have been alleged based on the facts and legal theories contained in the operative complaint and/or the operative PAGA notice letters, including all of the following theories or claims for relief: (a) failure to provide suitable temperature in the workplace; (b) failure to provide suitable seating in the workplace; (c) any failure to pay any wages (including minimum wages, straight time, overtime, double-time, incentive compensation, premium pay, commissions, pay for off-the-clock work, etc.); (d) failure to provide compliant meal periods or failure to provide proper meal premiums; (e) failure to provide compliant rest breaks or failure to provide proper rest break premiums; (f) failure to timely pay wages upon termination; (g) failure to timely pay wages during employment; (f) failure to provide complete and accurate wage statements; (h) failure to keep complete and accurate payroll records; (i) failure to provide pay on a proper pay cycle; (j) failure to reimburse necessary

business-related expenses and costs; (k) civil penalties under the Private Attorneys General Act ("PAGA") arising out of the claims and theories described above; (l) any penalties or recoveries raised by the wage and hour laws and IWC Wage Orders pleaded in the Action; (m) claims for liquidated damages; (n) claims to recover any pre- or post-judgment interest on any claimed loss; and (o) all claims for attorneys' fees, costs or expenses on any claimed loss. The period of the Release shall extend from May 9, 2020 to the date the Court enters an order granting approval of this settlement or October 8, 2023, whichever occurs sooner. The res judicata effect of the Judgment will be the same as that of the Release.

- S. "Released Parties" means Defendants and United and all of their past, present and future, direct and/or indirect, parent companies, subsidiaries, divisions, partnerships, and affiliates, and each of their respective present and former employees, officers, directors, partners, members, agents, attorneys, insurers, administrators, representatives, shareholders, predecessors, successors, assigns, and joint venturers.
- T. "Releasing Parties" means Plaintiff, the LWDA, the State of California, and all PAGA Settlement Group Members, and each of their predecessors, successors, heirs, and assigns.
- U. "Respective Contribution" means the dollar amounts Defendants and United have, respectively, agreed to contribute to the Total Settlement Amount. Such amounts are detailed by a separate, confidential, and binding agreement between Defendants and United, entitled "Agreement Regarding Allocation of Total Settlement Amount."
- V. "Settlement Administrator" means a third-party administrator selected by Plaintiff, and approved by the Court, with the best interest of the PAGA Settlement Group Members in mind.
- W. "Settlement Share(s)" means the portion of the Net Settlement Amount allocable to each PAGA Settlement Group Member as consideration for the Settlement and release of claims provided by this Settlement.
- X. "Total Settlement Amount" means the total amount to be paid by Defendants and United Employment Solutions, Inc. as provided by this Agreement.
- Y. "United" means United Employment Solutions, Inc.
- Z. "United's Counsel" means Trevor Witt and the law firm Roxborough, Pomerance, Nye & Adreani, LLP.

II. NO ADMISSION OF LIABILITY.

- A. Defendants and United deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, or have any liability to anyone under the claims asserted in the Action. This Settlement is entered into solely for the

purpose of compromising highly disputed claims. Nothing in this Settlement is intended or will be construed as an admission of liability or wrongdoing by Defendants or United. This Settlement and the fact that the Parties were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).

- B. Whether or not the Order becomes final and the Effective Date occurs, nothing in this Settlement, any document, statement, proceeding or conduct related to the Settlement, or any reports or accounting of those matters, will be construed as, offered or admitted in evidence as, received as, or deemed to be evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage. If the Court does not approve the Settlement or enter the Order approving it for any reason, or if the Effective Date does not occur for any reason, Defendants and United shall retain all of their rights and defenses, including, without limitation, to object to the maintenance of the Action as a representative action, and nothing in this Settlement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any party concerning whether the Action may properly be maintained as a representative action under PAGA.
- C. This Section and all other provisions of this Settlement notwithstanding, any and all provisions of this Settlement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Settlement, or in defense of any claims released or barred by this Settlement.

III. SETTLEMENT TERMS AND CONDITIONS.

- A. **Total Settlement Amount.** Subject to the terms and conditions of this Agreement, the Total Settlement Amount is \$275,000.00. The Total Settlement Amount will cover, and be in full and complete settlement of the Action and the Released PAGA Claims and includes (a) the LWDA Payment; (b) all Settlement Shares to PAGA Settlement Group Members; (c) Plaintiff's attorneys' fees, costs, and expenses related to the claims encompassed by this Agreement (which includes, but is not limited to, all such fees and costs incurred to date, as well as all such fees and costs incurred in documenting the Settlement, securing court approval of the Settlement including any and all submissions related thereto, providing notice to the LWDA, administration associated with the Settlement, and obtaining a dismissal of the Action with prejudice); (d) the incentive payment to Plaintiff; and (e) the Settlement Administrator's fees and expenses. In no event shall Defendants or United be required to pay any amount more than their Respective Contributions of the Total Settlement Amount.
- B. **Attorneys' Fees and Costs.** Defendants and United will not oppose an application by Plaintiff's Counsel to the Court to approve an award of attorneys' fees to Plaintiff's Counsel not to exceed 38% of the Total Settlement Amount, plus actual costs and expenses as supported by declaration. However, in the event that the Court reduces or does not approve said request for fees and costs, then Plaintiff and

Plaintiff's Counsel shall not have the right to revoke this Settlement, and it will remain binding, and such unapproved amounts shall revert to the Net Settlement Amount for distribution. Plaintiff's Counsel shall be solely and legally responsible to pay all applicable taxes on any payments made pursuant to this Section. The Settlement Administrator shall provide the appropriate 1099 tax forms to Plaintiff's Counsel for any payments made pursuant to this Section.

- C. **Incentive Payments.** Plaintiff's Counsel will request, and Defendants and United will not oppose, a representative incentive payment to Plaintiff from the Total Settlement Amount in an amount not to exceed \$10,000.00. This incentive payment shall be in addition to whatever payment Plaintiff is otherwise entitled to as a PAGA Settlement Group Member. However, in the event that the Court reduces or does not approve the requested incentive payment, then Plaintiff and Plaintiff's counsel shall not have the right to revoke this Agreement, and it will remain binding, and such unapproved amounts shall revert to the Net Settlement Award for distribution. The Settlement Administrator shall provide appropriate 1099 tax forms to Plaintiff for any payment made pursuant to this Section.
- D. **Settlement Shares.** Subject to the terms and conditions of this Agreement, each PAGA Settlement Group Member will be allocated a Settlement Share from 25% of the Net Settlement Amount. The remaining 75% of the Net Settlement Amount shall be paid to the LWDA as the LWDA Payment.
- E. **Distribution of Settlement Shares to PAGA Settlement Group Members.** The 25% of the Net Settlement Amount available for distribution to PAGA Settlement Group Members will be distributed to the PAGA Settlement Group Members on a pro rata basis as described below. The Parties agree that because these payments are for civil penalties, they will be made without withholdings and with the Settlement Administrator issuing IRS Form 1099s to the PAGA Settlement Group Members for each Settlement Share.
- F. **Payment to LWDA.** The Settlement Administrator will pay the LWDA Payment to the LWDA attributable to civil penalties under Labor Code Section 2699(i).
- G. **Appointment of Settlement Administrator.** As part of Plaintiff's motion for approval of this Settlement, Plaintiff will select a Settlement Administrator to distribute the Settlement Shares and other payments due under the Settlement, and otherwise administer the Settlement as described herein. Defendants and Defendants' Counsel shall not enter into any contractual relationship with the Settlement Administrator.
- H. **Payment to Settlement Administrator.** The Settlement Administrator will pay to itself out of the Total Settlement Amount its reasonable fees, costs, and expenses as approved by the Court.

I. Procedure for Seeking Approval of Settlement.

1. Plaintiff shall prepare a motion seeking the Court's approval of this Settlement pursuant to California Labor Code Section 2699(1)(2). The form of motion and the form of the proposed Order are subject to Defendants' and United's advance review and approval, prior to filing with the Court. Plaintiff shall submit a copy of this Settlement to the LWDA at the same time Plaintiff files the motion for approval. If Plaintiff fails to satisfy this condition in compliance with California Labor Code Section 2699(1)(2), the Settlement shall be voidable at Defendants' option.
2. Within 10 calendar days after entry of the Order approving this Settlement, Plaintiff shall submit a copy of the Order in compliance with California Labor Code Section 2699(1)(3). If Plaintiff fails to satisfy this condition in compliance with California Labor Code Section 2699(1)(3), the Settlement shall be voidable at Defendants' option.
3. If the Court does not grant approval of this Settlement or will only grant approval of the Settlement by requiring the Parties to make material modifications, or if the Court's approval of the Settlement is reversed or materially modified on appellate review, then the Settlement will become null and void unless the Parties mutually agree to renegotiate the Settlement. Provided, however, the Parties agree that a modification of amounts payable in attorneys' fees or expenses, or the amount of the requested incentive payment to Plaintiff, are not material modifications of the Settlement.

J. Compliance with All Required Notice. Plaintiff's compliance with the notice procedures described in Paragraphs III(I)(1) and III(I)(2) shall constitute due and sufficient notice to the LWDA, and shall be deemed by the Parties to satisfy any requirement of due process. Nothing else shall be required of, or done by, the Parties, Plaintiff's Counsel, Defendants' Counsel, or United's Counsel to provide notice of the Settlement.

K. No Right to Opt Out. The Parties agree there is no statutory right for any PAGA Settlement Group Member to opt out or otherwise exclude themselves from the Settlement.

L. Payment of Settlement Shares to PAGA Settlement Group Members.

1. No later than five (five) business days after the Effective Date, United shall provide Defendants with a list of the identities for all PAGA Settlement Group Members who, at any time and for any duration, performed any work at the Distribution Center during the Covered Period (the "United Personnel List"). The United Personnel List shall, to the extent such information is available, also state each individual's: (1) full name, (2) last known address, (3) last known phone number, (4) social security number, (5) employee ID number, and (6) best available count of the number of workweeks in which

the listed individuals performed any work at the Distribution Center as non-exempt employees during the Covered Period.

2. No later than ten (10) business days after the Effective Date, Defendants shall provide the Settlement Administrator with: (1) the contents of the United Personnel List; and (2) the identities of all other PAGA Settlement Group Members who, according to Defendants' existing and then-available electronic HRIS records, were employed directly by Defendants, or any of them, to perform any work at the Distribution Center during the Covered Period ("Defendants' Personnel List"). Defendants' Personnel List shall, to the extent such information is available in Defendants' existing and then-available electronic HRIS records, also state each listed individual's: (1) full name, (2) last known address, (3) last known phone number, (4) social security number, (5) employee ID number, and (6) best available count of the number of workweeks in which the listed individuals performed any work at the Distribution Center as non-exempt employees during the Covered Period

All information contained in Defendants' Personnel List and the United Personnel List shall be treated as and remain confidential and shall be used solely to manage the notice and settlement administration process described herein, shall not be disclosed to anyone other than the Settlement Administrator, except to applicable taxing authorities, or pursuant to the express written authorization of Defendants, the individual in question, or by order of the Court. Information contained in Defendants' Personnel List and/or the United Personnel List shall not be disclosed to, or otherwise shared with, Plaintiff or Plaintiff's Counsel absent express written authorization from Defendants' Counsel.

3. For purposes of mediating this Action, Defendants and United estimated that between May 9, 2020 and February 4, 2023, the PAGA Settlement Group Members employed by Defendants or United at the Distribution Center as non-exempt employees in California performed work at the Distribution Center for approximately 7,795 workweeks. In the event that during the settlement administration the Settlement Administrator calculates that the actual number of workweeks in which PAGA Settlement Group Members performed work at the Distribution Center as non-exempt employees in California between May 9, 2020 and February 4, 2023 is greater than 10% above the 7,795 weeks estimate (i.e., greater than 8,575 workweeks) then the Total Settlement Amount shall increase by 1% for every 1% increase in workweeks over the 10% threshold. (For example, if there are 8,653 weeks that PAGA Settlement Group Members performed work as non-exempt employees in California during the Data Period, the Total Settlement Amount shall increase by 1%.) To the extent the increase arises because of new information relating to PAGA Settlement Group Members employed directly by Defendants, Defendants shall be exclusively responsible for paying such increase. To the extent

the increase arises because of new information relating to PAGA Settlement Group Members that United provided to work at the Distribution Center, United shall be exclusively responsible for paying such increase.

4. The Settlement Administrator shall distribute 25% of the Net Settlement Amount to PAGA Settlement Group Members on a pro rata basis. The Settlement Administrator will calculate the PAGA Settlement Group Members' individual Settlement Shares as follows. First, the Settlement Administrator will calculate a Workweek Value by dividing the amount representing the 25% portion of the Net Settlement Amount payable to the PAGA Settlement Group, by the estimated number of total number of workweeks worked during the PAGA Settlement Group Members during the Covered Period. Second, The Settlement Administrator will, for each PAGA Settlement Class Member, multiply the Workweek Value times the estimated number of workweeks that the individual PAGA Settlement Class Member worked during the Covered Period, to arrive at each PAGA Settlement Class Members' Settlement Share.
5. Prior to mailing the Settlement Shares with the PAGA Settlement Group Member Cover Letter (the "Cover Letter," attached hereto as "EXHIBIT A"), the Settlement Administrator shall check the addresses provided using the National Change of Address database. If any Settlement Shares are returned as undeliverable, but with a forwarding address the Settlement Administrator shall within five (5) calendar days re-mail the Settlement Shares with the Cover Letter to the forwarding address. If any Settlement Shares are returned as undeliverable without a forwarding address, the Settlement Administrator shall within five (5) calendar days conduct a skip trace search for a more current address of the PAGA Settlement Group Member and re-mail the Settlement Shares with the Cover Letter to any alternative or updated address obtained by the Settlement Administrator.
6. Settlement checks to PAGA Settlement Group Members shall be negotiable for one hundred eighty (180) days from the initial mailing date. If a PAGA Settlement Group Member fails to cash the check or deposit the check within one hundred eighty (180) days of the initial mailing date, the Settlement Administrator will distribute the funds represented by the uncashed check(s), plus any accrued interest, to the LWDA, or in the event the Court does not approve distribution to the LWDA to another party mutually acceptable to the Parties and as approved by the Court.
7. The entirety of the settlement checks to PAGA Settlement Group Members shall be treated as penalties from which no withholdings will be taken and for which the Settlement Administrator shall issue the appropriate 1099 forms. The PAGA Settlement Group Members shall be

exclusively responsible for all and all tax obligations and consequences arising from or related to the receipt or payment of the Settlement Shares.

- M. Timing of Settlement Payments.** Within 5 business days after the Effective Date, the Settlement Administrator will provide Defendants and United with wire transfer information. Within 15 business days after the Effective Date, Defendants and United will each separately, on their own behalf, transfer their Respective Contributions of the Total Settlement Amount to the Settlement Administrator via wire transfer. The Settlement Administrator will then distribute the payments required under this Agreement within 10 business days of receipt of the Total Settlement Amount.
- N. Defendants not Liable for Payments.** No person or entity shall have any claim against Defendants, Defendants' Counsel, United, or United's Counsel and the Releasing Parties release Defendant, Defendants' Counsel, United, or United's Counsel from any liability based on or arising out of any errors or omissions in the estimates or calculations used in determining the Settlement Shares, in the development of the United Personnel List or the Defendants' Personnel List, or in the distribution of the Settlement Shares. United shall not be liable or responsible in any way for any failures by Defendants to comply with this Agreement, Defendant's failure to pay its Respective Contribution, or Defendant's provision of incomplete or inaccurate information as may be required by this Agreement. Defendants shall not be liable or responsible in any way for any failures by United to comply with this Agreement, United's failure to pay its Respective Contribution, or United's provision of incomplete or inaccurate information as may be required by this Agreement.
- O. Waiver of Right to Appeal.** Provided that the Court's approval of this Settlement is consistent with the material terms of this Agreement, Plaintiff, Defendants, United, and their respective counsel hereby waive any and all rights to appeal the approval of the Settlement, and the Order therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If any appeal is taken, the time for consummating the Settlement (including making payments under the Settlement) will be suspended until after the Effective Date.
- P. Representative Group Release.** Upon the Effective Date, this Settlement forever bars Releasing Parties from pursuing all causes of action arising out of or reasonably related to the those claims and allegations falling within the definition of the Released PAGA Claims, whether known or unknown, and irrespective of the factual or legal basis for such claims. This release and bar is applicable in any forum and forever releases the Released Parties from the Released PAGA Claims. This release and waiver applies whether or not a given PAGA Settlement Group Member receives or cashes his or her individual Settlement Share. Releasing Parties agree that this release and waiver are essential and material terms of this the Settlement, and that without them the Settlement would not have been accepted.

The Parties understand and specifically agree that the scope of the release defined in the Settlement is a material part of the consideration for the Settlement; the scope of the release was critical in justifying the agreed upon economic value of this Settlement and without it Defendants and United would not have agreed to the consideration provided; and the scope of the release is narrowly drafted and necessary to ensure that Defendants and United are obtaining peace of mind regarding the resolution of claims that were or could have been alleged based on the facts, causes of action, and legal theories alleged in the Action.

- Q. **General Release By Plaintiff.** Plaintiff individually agrees to a complete release of claims against the Released Parties, of any nature whatsoever, whether known or unknown, arising out of her employment with Defendants or United, to the fullest extent permitted by law. This includes, but is not limited to, claims involving breach of contract, tort, discrimination, harassment, wage-and-hour violations, and any other federal, state or other government statute or regulation.

Plaintiff also expressly waives and relinquishes to the fullest extent permitted by law the provisions, rights, and benefits of Civil Code § 1542, or any other similar provision under federal or state law that purports to limit the scope of a general release. Plaintiff has read Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

- R. **No Injunctive Relief.** As part of this Settlement, Defendants and United shall not be required to enter any consent decree, nor shall Defendants or United be required to agree to any provision of injunctive relief.
- S. **Interim Stay of Proceedings.** The Parties agree to refrain from further litigation of this matter, except such proceedings necessary to implement and obtain entry of the Order granting approval of the Settlement. The Parties further agree that the mutual, voluntary cessation of litigation shall terminate if the Settlement is not approved by the Court.
- T. **Continued Jurisdiction.** After entry of the request for dismissal of the Action, with prejudice, the Court shall have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Agreement, (ii) Agreement administration matters, and (iii) such matters as may be appropriate under court rules or applicable law, or as set forth in this Agreement.
- U. **Representation on other Claims.** Plaintiff and Plaintiff's Counsel represent and warrant that they are not currently aware of any: (a) unalleged claims in addition to, or different from, those which are finally and forever settled and released

against the Released Parties by this Settlement; or (b) facts or legal theories upon which any claims or causes of action could be brought against the Released Parties, other than the facts and theories specifically alleged in this Action and identified above as Released PAGA Claims. Plaintiff and Plaintiff's Counsel further represent and warrant that, other than the instant Action, they have no current intention of asserting any other claims against the Released Parties in any judicial or administrative forum. Plaintiff and Plaintiff's Counsel further represent and warrant that they do not currently know of or represent any persons who have expressed any interest in pursuing litigation or seeking any recovery against the Released Parties. The Parties acknowledge, understand and agree that the representations described in this paragraph are essential to and material to the Settlement and that this Settlement would not have been entered into were it not for this representation.

- V. **Confidentiality.** Plaintiff and Plaintiff's Counsel agree not to disclose or publicize the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except to the PAGA Settlement Class Members when contractually required to effectuate the terms of the Settlement. For the avoidance of doubt, this section means Plaintiff and Plaintiff's Counsel agree not to issue press releases, communicate with, or respond to any media or publication entities, publish information in manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording or any other medium, with any person or entity concerning the Settlement, including the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement, except as they shall be contractually required to effectuate the terms of the Settlement. However, for the limited purpose of allowing Plaintiff's Counsel to prove adequacy as PAGA counsel in other actions, Plaintiff's Counsel may disclose the name of the Parties in this action and the venue/case number of this action (but not any other settlement details) for such purposes. Moreover, after this Settlement has been approved by the Court, Plaintiff's Counsel may generally disclose and/or otherwise generally cite this settlement on their website and other mediums so long as the Parties to this Settlement are not identified.
- W. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Settlement reflects a fair, reasonable, and adequate settlement of the Action reached through arms-length negotiations, through the assistance of a neutral mediator, taking into account all relevant factors, current and potential.
- X. **Settlement Constitutes a Complete Defense.** To the extent permitted by law, this Settlement may be pled as a full and complete defense to any action, suit, or other proceedings that may be ongoing, instituted, prosecuted, or attempted, with respect to the Released PAGA Claims, against any of the Released Parties.
- Y. **Tax Liability.** Other than the reporting requirements set forth in Paragraph III(E), the PAGA Settlement Group Members, including Plaintiff, shall be responsible for

the reporting and payment of any federal, state, and/or local income or other tax or any other withholdings, if any, on any of the payments made pursuant to this Settlement Agreement. Defendants and United make no representations, and it is understood and agreed that Defendants and United have made no representations, as to the taxability of any portions of the Individual Settlement Shares to any PAGA Settlement Group Members, the payment of any costs or an award of attorney fees, or any payments to Plaintiff.

Z. Miscellaneous Terms.

1. **Entire Agreement.** This Settlement contains the entire agreement between the Parties regarding this Settlement and the Released PAGA Claims and constitutes the complete, final, and exclusive embodiment of their agreement with respect to the subject matter hereof, and all prior or contemporaneous understandings, representations, and statements, oral or written, are merged into and superseded by this Agreement. No other promises or agreements, either expressed or implied, shall be binding unless signed in writing by each Party.
2. **Attorney Authorization.** Plaintiff's Counsel, Defendants' Counsel, and United's Counsel warrant and represent that they are authorized by Plaintiff, Defendants, and United respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement this Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.
3. **Modification of Settlement.** This Settlement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.
4. **Settlement Binding on Successors.** This Settlement will be binding upon, and inure to the benefit of, the successors of the Parties.
5. **Applicable Law.** All terms and conditions of this Settlement will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
6. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Settlement. This Settlement will not be construed against

any Party on the basis that the Party was the drafter or participated in the drafting.

7. **Headings.** The descriptive heading of any section or paragraph of this Settlement is inserted for convenience of reference only and does not constitute a part of this Settlement.
8. **Execution in Counterparts.** This Settlement may be executed in counterparts which shall be deemed to be part of one original, and facsimile signatures, electronic signatures, or signatures transmitted by PDF shall be equivalent to original signatures.
9. **Severability.** If any term or provision of this Settlement is held to be invalid or unenforceable, the remaining portions of this Settlement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

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IV. EXECUTION

The Parties have duly authorized and caused this Settlement to be executed on the date(s) set forth below.

Dated: 08 November 2023, 2023

UNILEVER MANUFACTURING (US), INC.

DocuSigned by:

Robert Sorensen

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Robert Sorensen, General Counsel Unilever
Prestige

Dated: 08 November 2023, 2023

KINGDOM ANIMALIA, LLC.

DocuSigned by:

Chris Moore

D933AB4D271C439...

Chris Moore, Chief Financial Officer

Dated: _____, 2023

UNITED EMPLOYMENT SOLUTIONS,
INC.

[name, title]

Dated: _____, 2023

Dulce Perez

IV. EXECUTION

The Parties have duly authorized and caused this Settlement to be executed on the date(s) set forth below.

Dated: _____, 2023

UNILIVER MANUFACTURING (US), INC.

Robert Sorensen, General Counsel Unilever
Prestige

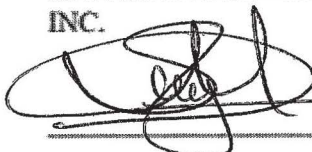
Dated: _____, 2023

KINGDOM ANIMALIA, LLC.

Chris Moore, Chief Financial Officer

Dated: 11/8, 2023

UNITED EMPLOYMENT SOLUTIONS,
INC.



[name, title]

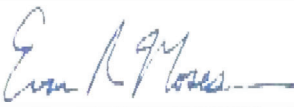
Dated: Oct 27, 2023

Dulce Perez



Dated: November 9, 2023

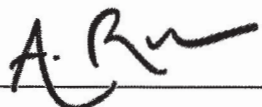
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

By: 

Evan R. Moses
Attorneys for Defendants

Dated: Oct 27, 2023

SCHIMMEL AND PARKS, P.C.

By: 

J Alan I. Schimmel
Michael W. Parks
Arya Rhodes
Inga Orbeli
Attorneys for Plaintiff Dulce Perez

Dated: : November 8, 2023

ROXBOROUGH, POMERANCE, NYE &
ADREANI, LLP

By: 

Trevor Witt
Attorneys for United

AGREEMENT REGARDING ALLOCATION OF TOTAL SETTLEMENT AMOUNT

This Agreement Regarding Allocation of Total Settlement Amount (“Agreement”) is entered into between Kingdom Animalia, LLC, (“Kingdom Animalia”) and United Employment Solutions, Inc. (“United”) (collectively, the “Parties”).

RECITALS

Whereas, at a mediation on July 10, 2023, the Parties to this Agreement, together with others, entered into a certain Memorandum of Understanding (MOU) to resolve a civil action brought by Plaintiff Dulce Perez under the Private Attorneys General Act of 2004, California Labor Code Section 2698 et seq., entitled *Dulce Perez v. Unilever Manufacturing, Inc. and Kingdom Animalia, LLC*, Los Angeles County Court Case No. 21STCV25707 (the “Action”);

Whereas, the parties to the MOU agreed that the Parties to this Agreement would pay a Total Settlement Amount of \$275,000.00 to settle the Action;

Whereas, the parties to the MOU agreed that they would further memorialize the terms of the settlement of the Action by entering into a “long form” Joint Stipulation of PAGA Settlement;

Whereas, the parties to the MOU agreed that United would pay \$30,000.00 and that Kingdom Animalia would pay \$245,000.00 of the Total Settlement Amount of \$275,000.00;

Whereas, the parties to the MOU agreed that the “long form” Joint Stipulation of PAGA Settlement would not mention the allocation of the Total Settlement between Kingdom Animalia and that United and Kingdom Animalia would enter into a separate written agreement relating to that payment; and

Whereas, the parties the MOU have now prepared the “long form” Joint Stipulation of PAGA Settlement and Release, and are entering into that “long form” agreement simultaneous with the Parties’ entry into this Agreement which Agreement the Parties intend to be the separate written agreement to allocate between the Parties their respective shares of the Total Settlement Payment;

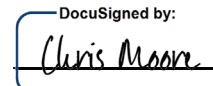
THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Subject to the terms and conditions of the Joint Stipulation of PAGA Settlement and Release entered into on this same date, United will pay \$30,000.00 of the of the Total Settlement Amount required to be paid by the Joint Stipulation of PAGA Settlement and Release.
2. Subject to the terms and conditions of the Joint Stipulation of PAGA Settlement and Release entered into on this same date, Kingdom Animalia will pay \$245,000.00 of the Total Settlement Amount required to be paid by the Joint Stipulation of PAGA Settlement and Release.

3. This Agreement may be executed in counterparts which shall be deemed to be part of one original, and facsimile signatures, electronic signatures, or signatures transmitted by PDF shall be equivalent to original signatures.

Dated: November 8,, 2023

KINGDOM ANIMALIA, LLC.

DocuSigned by:

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Chris Moore, Chief Financial Officer

Dated: _____, 2023

UNITED EMPLOYMENT SOLUTIONS,
INC.

[name, title]

3. This Agreement may be executed in counterparts which shall be deemed to be part of one original, and facsimile signatures, electronic signatures, or signatures transmitted by PDF shall be equivalent to original signatures.

Dated: _____, 2023

KINGDOM ANIMALIA, LLC.

Chris Moore, Chief Financial Officer

Dated: 11/8/, 2023

UNITED EMPLOYMENT SOLUTIONS,
INC.



President
[name, title]