PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Anna Maria Ceja ("Employee" or "Ceja"), as an individual, and on behalf of all others similarly situated, and Defendants (a) Full Steam Staffing, LLC ("Full Steam"); (b) Nestle USA, Inc. ("Nestle"); (c) Haringa, Inc. (erroneously sued as Essentials, Inc. ("Haringa") (collectively, the "Defendants") (collectively with Plaintiff, the "Parties").

1. **DEFINITIONS**.

1.1. "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendants captioned *Anna Maria Ceja, on behalf of herself and other aggrieved employees, vs. Full Steam Staffing, LLC; Nestle USA, Inc.; Essentials, Inc.; Haringa, Inc.; and DOES 1 to 100, inclusive*, San Bernardino Superior Court Case No. CIVSB2124625; initiated on August 24, 2021, and pending in the Superior Court of the State of California, County of San Bernardino.

1.2. "Administrator" means Simpluris, the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4. "Aggrieved Employee" means a current or former employee of Full Steam who was placed to work at Haringa or Nestle during the PAGA Period.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. "Court" means the Superior Court of California, County of San Bernardino.

1.8. "Defense Counsel" means Rod Betts and Christina Snider at Quarles & Brady LLP (for Full Steam); Lawrence R. Cagney at Ellenoff Grossman & Schole LLP (for Haringa); and Tracey A. Kennedy and Brett D. Young at Sheppard Mullin (for Nestle).

1.9. "Effective Date" means the date by when the Court enters a Judgment on its Order Approving the PAGA Settlement.

1.10. "Gross Settlement Amount" means $265,000, which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff's Enhancement Award, and the Administrator's Expenses Payment. Defendants are not, however, jointly liable for the Gross Settlement Amount, but are only obligated

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to pay their respective amounts listed in Section 3.1 below.

1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff's Enhancement Award, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. "PAGA Counsel" or "Plaintiff's Counsel" means Joseph Lavi, Vincent C. Granberry, and William Tran of Lavi & Ebrahimian, LLP, the attorneys representing the Plaintiff in the Action.

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

1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked at Nestle for at least one day during the PAGA Period.

1.19. "PAGA Period" means the period from June 20, 2020 to February 20, 2024.

1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.21. "PAGA Notice" means Plaintiff's May 26, 2021 letter to Full Steam, Nestle, Essentials, Inc., and the LWDA; and Plaintiff's August 24, 2021 letter to Full Steam, Nestle, Essentials, and Haringa, and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.23. "Plaintiff" means Anna Maria Ceja, the named plaintiff in the Action.

1.24. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.25. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.26. "Released Parties" means: Full Steam, Nestle, Haringa, and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers,

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predecessors, successors, assigns, subsidiaries, and affiliates.

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

2. RECITALS.

2.1. On August 24, 2021, Plaintiff commenced this Action by filing a Complaint on behalf of herself and other aggrieved employees alleging one cause of action for violations of Labor Code section 2698, et seq. (PAGA) against Full Steam, Nestle, and Haringa. On July 22, 2022, Full Steam moved to compel arbitration of Plaintiff's individual PAGA claim, and to dismiss or stay her representative PAGA claim. The court ordered Plaintiff's individual claim to arbitration before AAA. Respondents answered Plaintiff's demand in arbitration and generally denied Plaintiff's allegations.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.3. The Parties engaged in settlement negotiations from February 2024 to May 2024, by meeting with each other and exchanging emails to discuss their substantive positions about the case merits. The Parties discussed, among other items, Defendants' internal investigations into Plaintiff's claims, and their review of their wage and hour policies. Full Steam's Counsel interviewed witnesses and reviewed documents regarding the timekeeping policies and practices at Nestle, including the required COVID screening, among other actions. Full Steam's Counsel discussed with Plaintiff's Counsel the time frame when Full Steam placed employees at Nestle, and the number of employees Full Steam placed there. Haringa's counsel also interviewed witnesses, including its on-site management, regarding Haringa's policies and practices applicable to the facility. Defendants' investigation and discussions with Plaintiff's counsel satisfied the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801. *See Moniz v. Adecco USA, Inc.*, 287 Cal. Rptr. 3d 107, 125 (2021) (applying *Dunk* factors to PAGA settlements).

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

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Full Steam promises to pay $150,000 and no more as Full Steam's Gross Settlement Amount, and Haringa agrees to pay $115,000 as Haringa's Gross Settlement Amount. These two amounts collectively shall be called the Gross Settlement Amount. Neither Full Steam nor Haringa shall be responsible for paying each other's contribution, and Full Steam and Haringa will not be jointly liable for the Gross Settlement Amount. Full Steam and Haringa have no obligation to pay their respective Gross Settlement Amounts prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

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3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% which is currently estimated to be $88,324.50 and PAGA Counsel Litigation Expenses Payment of not more than $2,400. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To Plaintiff: Subject to the Court's approval, an enhancement award in the amount of no more than $2,000.00 ("Enhancement Award"), with the final approved payment divided equally between Full Steam and Haringa, for her service to the LWDA and the Aggrieved Employees, and the risk she undertook by attaching her name to the Action. In the event the Court approves a payment of less than the requested amount, the difference will be added to the Net Settlement Amount (although Plaintiff may appeal an order granting less than the full amount sought for her Enhancement Award). If the Court believes the Enhancement Award should be reduced, the other terms of the Settlement will remain in effect and enforceable, and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount. The Settlement Administrator will report this payment on IRS Form 1099s issued to Plaintiff.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed $4,500 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $4,500, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $167,775.50 to be paid from the Gross Settlement Amount, with 75% ($125,831.62) allocated to the LWDA PAGA Payment and 25% ($41,943.88) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

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4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Full Steam estimates there are 368 Aggrieved Employees who worked a total of 5,403 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 10 days of the Parties engaging an Administrator, Full Steam will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Full Steam has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Full Steam must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Full Steam and Haringa shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Full Steam and Haringa fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, Plaintiff's Enhancement Award, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without USPS forwarding address. Within 14 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed

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Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Full Steam and/or Haringa to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS**. Effective on the date when Full Steam and Haringa, respectively, fully fund their respective portions of the Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences through the Effective Date of this Agreement, limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

Plaintiff acknowledges that Plaintiff is eligible for, and is seeking, an enhancement award and, therefore releases her claims through the Effective Date and not limited to the PAGA Period.

5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2. Release by Aggrieved Employees. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice.

5.3. Release by PAGA Counsel. PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

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6. **<u>MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT</u>.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement, as set forth below.

6.1 <u>Plaintiff's Responsibilities</u>. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 <u>Motion for Approval</u>. PAGA Counsel shall draft the application or motion for approval of this Settlement, and PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing it no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's approval order to the Administrator.

After the Court has approved the Settlement, PAGA Counsel shall take all necessary steps to dismiss with prejudice the Action, if the Court does not dismiss the Action in its approval order, and the arbitration pending before AAA.

6.3 <u>Duty to Cooperate</u>. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns, provided that neither Party is required to agree to a material change in this Agreement.

6.4 <u>Defendants' Option to Void</u>. If any court order or action of the court requires Defendants to pay any portion of the Gross Settlement Fund to any person or entity other than as provided herein, or pay more than the amounts specified in this Agreement, the Agreement shall be voidable by either Defendant by providing written notice to PAGA Counsel, no later than twenty (20) calendar days after Defendants receive notice of entry of any such order. If either Defendant exercises a right under this Agreement to void this Agreement, or if the Court fails to approve this Agreement, Defendants shall have no obligation to make any further payments under this Agreement, and Defendants shall

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receive a return of any and all funds already paid to the Settlement Administrator, except Defendants agree to pay to the Settlement Administrator the reasonable Settlement Administration expenses already incurred.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Simpluris serve as the Administrator and verified that, as a condition of appointment, Simpluris agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE. Based on its records, Full Steam estimates that, as of the date of this Settlement Agreement, there are 368 Aggrieved Employees who worked 5,403 Pay Periods during the PAGA Period. If the total number of PAGA Pay Periods exceeds 5,403 by more than 10%, Defendants shall have the sole option to either: (i) increase the Gross Settlement Amount proportionally per additional pay period (i.e. if there is an 11% increase in the total number of PAGA Pay Periods, Full Steam will increase the Gross Settlement Amount by 1%); or (ii) end the PAGA Period as of the date that the total number of PAGA Pay Periods reaches 10% above 5,403.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and the Defendants whom they represent, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court, but neither Party shall be compelled to agree to a material change to this Agreement. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

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

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

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

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

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

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

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

10.12 No Publicity. The Parties and their respective counsel shall not issue any press release or media release or have any communication with the press or media regarding this Settlement. PAGA Counsel may, however, respond to any inquiries from Aggrieved Employees regarding the Settlement.

10.13 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Full Steam in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Full Steam unless, prior to the Administrator's payment of all Settlement Funds, Full Steam makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

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

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

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

To Plaintiff:

Joseph Lavi, Vincent C. Granberry, William Tran, Lavi & Ebrahimian, LLP; 8889 W Olympic Blvd., Suite 200, Beverly Hills, CA 90211; (310) 432-0000; jlavi@lelawfirm.com; vgranberry@lelawfirm.com; wtran@lelawfirm.com

To Full Steam:

Christina Snider, Quarles & Brady LLP; 101 W Broadway, San Diego, CA 92101; christina.snider@quarles.com (619) 318-6330.

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To Nestle:

Tracey A. Kennedy, Brett Young, Sheppard, Mullin, Richter & Hampton LLP, 333 S. Hope Street, 43rd Floor Los Angeles, CA 90071-1422 (213) 620-1780 Email: tkennedy@sheppardmullin.com, byoung@sheppardmullin.com

To Haringa:

Lawrence R. Cagney, Ellenoff, Grossman & Schole, LLP 249 E. Ocean Boulevard, Suite 750, Long Beach, California 90802, (562) 901-2500 lcagney@egsllp.com

10.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Settlement Signature Page 1 of 2 for *Anna Maria Ceja, on behalf of herself and other aggrieved employees, vs. Full Steam Staffing, LLC; Nestle USA, Inc.; Essentials, Inc.; Haringa, Inc.; and DOES 1 to 100, inclusive*, San Bernardino Superior Court Case No. CIVSB2124625

AGREED:

Anna Ceja

____________________________ Dated: 08/08/2024

Plaintiff Anna Maria Ceja

____________________________ Dated: ____________________

Defendant Full Steam

____________________________ Dated: ____________________

Defendant Nestle

____________________________ Dated: ____________________

Defendant Haringa

[*signatures continued on next page*]

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To Nestle:

Tracey A. Kennedy, Brett Young, Sheppard, Mullin, Richter & Hampton LLP, 333 S. Hope Street, 43rd Floor Los Angeles, CA 90071-1422 (213) 620-1780 Email: tkennedy@sheppardmullin.com, byoung@sheppardmullin.com

To Haringa:

Lawrence R. Cagney, Ellenoff, Grossman & Schole, LLP 249 E. Ocean Boulevard, Suite 750, Long Beach, California 90802, (562) 901-2500 lcagney@egsllp.com

10.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Settlement Signature Page 1 of 2 for *Anna Maria Ceja, on behalf of herself and other aggrieved employees, vs. Full Steam Staffing, LLC; Nestle USA, Inc.; Essentials, Inc.; Haringa, Inc.; and DOES 1 to 100, inclusive*, San Bernardino Superior Court Case No. CIVSB2124625

AGREED:

Anna Ceja
____
Plaintiff Anna Maria Ceja

Dated: 08/08/2024

____
Defendant Full Steam

Dated: ______________

____
Defendant Nestle

Dated: ______________

Violeta Haringa
____
Defendant Haringa

Dated: 8/8/2024

[*signatures continued on next page*]

AC VH

To Nestle:

Tracey A. Kennedy, Brett Young, Sheppard, Mullin, Richter & Hampton LLP, 333 S. Hope Street, 43rd Floor Los Angeles, CA 90071-1422 (213) 620-1780 Email: tkennedy@sheppardmullin.com, byoung@sheppardmullin.com

To Haringa:

Lawrence R. Cagney, Ellenoff, Grossman & Schole, LLP 249 E. Ocean Boulevard, Suite 750, Long Beach, California 90802, (562) 901-2500 lcagney@egsllp.com

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AGREED:

Anna Ceja
Plaintiff Anna Maria Ceja — Dated: 08/08/2024

Defendant Full Steam — Dated: ____________

Tracey A. Kennedy
Defendant Nestle — Dated: 2/19/25

Defendant Haringa — Dated: ____________

[*signatures continued on next page*]

AC

To Nestle:

Tracey A. Kennedy, Brett Young, Sheppard, Mullin, Richter & Hampton LLP, 333 S. Hope Street, 43rd Floor Los Angeles, CA 90071-1422 (213) 620-1780 Email: tkennedy@sheppardmullin.com, byoung@sheppardmullin.com

To Haringa:

Lawrence R. Cagney, Ellenoff, Grossman & Schole, LLP 249 E. Ocean Boulevard, Suite 750, Long Beach, California 90802, (562) 901-2500 lcagney@egsllp.com

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Settlement Signature Page 1 of 2 for *Anna Maria Ceja, on behalf of herself and other aggrieved employees, vs. Full Steam Staffing, LLC; Nestle USA, Inc.; Essentials, Inc.; Haringa, Inc.; and DOES 1 to 100, inclusive*, San Bernardino Superior Court Case No. CIVSB2124625

AGREED:

____________________________ Dated: ______________________
Plaintiff Anna Maria Ceja

Jennifer Valdez-Frantz Dated: 8/6/24
Defendant Full Steam

____________________________ Dated: ______________________
Defendant Nestle

____________________________ Dated: ______________________
Defendant Haringa

[*signatures continued on next page*]

Settlement Signature Page 2 of 2 for *Anna Maria Ceja, on behalf of herself and other aggrieved employees, vs. Full Steam Staffing, LLC; Nestle USA, Inc.; Essentials, Inc.; Haringa, Inc.; and DOES 1 to 100, inclusive*, San Bernardino Superior Court Case No. CIVSB2124625

AGREED AS TO FORM:

____
Counsel for Plaintiff Anna Maria Ceja

Dated: 08/09/2024

____
Counsel for Defendant Full Steam

Dated: ____________________

____
Counsel for Defendant Nestle

Dated: ____________________

____
Counsel for Defendant Haringa

Dated: 8/8/24

Settlement Signature Page 2 of 2 for *Anna Maria Ceja, on behalf of herself and other aggrieved employees, vs. Full Steam Staffing, LLC; Nestle USA, Inc.; Essentials, Inc.; Haringa, Inc.; and DOES 1 to 100, inclusive*, San Bernardino Superior Court Case No. CIVSB2124625

AGREED AS TO FORM:

______________________________ Dated: 08/09/2024
Counsel for Plaintiff Anna Maria Ceja

______________________________ Dated: ______________________
Counsel for Defendant Full Steam

Tracey A. Kennedy
______________________________ Dated: 2/19/25
Counsel for Defendant Nestle

______________________________ Dated: ______________________
Counsel for Defendant Haringa

Settlement Signature Page 2 of 2 for *Anna Maria Ceja, on behalf of herself and other aggrieved employees, vs. Full Steam Staffing, LLC; Nestle USA, Inc.; Essentials, Inc.; Haringa, Inc.; and DOES 1 to 100, inclusive*, San Bernardino Superior Court Case No. CIVSB2124625

AGREED AS TO FORM:

_____________________________ Dated: _______________________
Counsel for Plaintiff Anna Maria Ceja

Christina Snider
_____________________________ Dated: 8/15/24
Counsel for Defendant Full Steam

_____________________________ Dated: _______________________
Counsel for Defendant Nestle

_____________________________ Dated: _______________________
Counsel for Defendant Haringa