

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Danielle Terry (“Plaintiff”) and defendant SBF Foods, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action.” The cases titled Danielle Terry v. SBF Foods, LLC, et al., Los Angeles Superior Court, No. 21STCV20228.
- 1.2 “Aggrieved Employee.” All current and former non-exempt employees of Defendant employed in California at any time during the PAGA Period.
- 1.3 “Aggrieved Employee Address Search.” The Settlement 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 Settlement Administrator with Aggrieved Employees.
- 1.4 “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.5 “Attorneys’ Fees and Costs.” The Attorneys’ Fees agreed upon by the Parties and approved by the Court for PAGA Counsel’s litigation and resolution of the Actions, and all costs incurred and to be incurred by PAGA Counsel in the Actions, including, but not limited to, costs associated with documenting the Settlement, securing the Court’s approval of the Settlement, any expert expenses, and securing an entry of Judgment on all claims in the Actions which are covered by the Released PAGA Claims as defined herein. PAGA Counsel will request Attorneys’ Fees not to exceed thirty-five percent (35%) of the Gross Settlement Amount of \$300,000.00, which is a total of \$105,000.00. The Costs requested to be reimbursed will not exceed \$20,000.00. The Attorneys’ Fees and Costs awarded are subject to the Court’s approval. Defendant has agreed not to oppose PAGA Counsel’s request for Attorneys’ Fees and Costs as set forth above. Such Attorneys’ Fees and Costs shall be paid from the Gross Settlement Amount. PAGA Counsel will be issued an IRS Form 1099 for the Attorneys’ Fees and Costs detailed in this Section and shall be solely and legally responsible for paying all applicable taxes on the payment made pursuant to this Section. A reduction in the Attorneys’ Fees and/or Costs shall not be grounds to nullify this Agreement.
- 1.6 “Settlement Administrator.” Phoenix Class Action Administration Solutions is the neutral entity the Parties have agreed to appoint to administer the Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

- 1.7 “Settlement Administration Costs.” The costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating estimated amounts per Aggrieved Employee, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Agreement, and as requested by the Parties. The Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement. The Settlement Administration Costs are currently estimated not to exceed \$20,000.00. To the extent actual Settlement Administration Costs are greater than \$20,000.00, such excess amount will be deducted from the Gross Settlement Amount, subject to the Court’s approval. The Settlement Administration Costs will be paid no sooner than fifteen (15) calendar days following the Effective Date.
- 1.8 “Court.” The Superior Court of California, County of Los Angeles.
- 1.9 “Defendant.” SBF Foods, LLC.
- 1.10 “Defense Counsel” means Edgar Martirosyan of Martirosyan Professional Corporation.
- 1.11 “Effective Date.” The date on which the Court approves the Agreement.
- 1.12 “PAGA Settlement Approval Order.” The Court’s order granting “PAGA Settlement Approval” of the Settlement.
- 1.13 “PAGA Settlement Approval Hearing.” The Court’s hearing on the Motion for Approval of the Settlement.
- 1.14 “Gross Settlement Amount.” The sum of no more than the gross amount of \$300,000.00, subject to the Escalator clause in Section 4.1, to be paid by Defendant in full satisfaction of the Settlement and Released PAGA Claims. The Gross Settlement Amount includes all Individual PAGA Settlement Payments to Aggrieved Employees, the PAGA Representative Enhancement Payment to Plaintiff, Settlement Administration Costs to the Settlement Administrator, the LWDA Payment, and the Attorneys’ Fees and Costs.
- 1.15 “Individual PAGA Payment.” The Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of pay periods worked during the PAGA Period.
- 1.16 “Judgment.” The Judgment Entered by the Court upon Granting final approval of the Settlement and signing the PAGA Settlement Approval Order.
- 1.17 “LWDA.” The California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

- 1.18 "LWDA PAGA Payment." The 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
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- 1.19 "Net Settlement Amount." The Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Representative Enhancement Payment, Attorneys' Fees and Costs, and the Administration Expenses Payment.
- 1.20 "PAGA." The Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).
- 1.21 "PAGA Counsel" means Moon & Yang, APC on behalf of Plaintiff and Aggrieved Employees.
- 1.22 "PAGA Notice." Plaintiff's letter to Defendant and the LWDA, dated May 26, 2021, providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.23 "PAGA Pay Period." Any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.24 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount. The PAGA Penalties will be allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.25 "PAGA Period." The period from May 28, 2020 through the date the Court grants approval of the Settlement, or the date chosen by Defendant pursuant to the escalator provision in section 4.1 below.
- 1.26 "PAGA Representative." The named Plaintiff Danielle Terry, seeking Court approval to serve as PAGA Representatives.
- 1.27 "PAGA Representative Enhancement Payment." The amount to be paid to Plaintiff Danielle Terry in recognition of her effort and work in prosecuting the Action on behalf of all Aggrieved Employees and for her respective general release of all claims. Subject to the Court granting PAGA Settlement Approval of this Settlement, Plaintiff will request Court approval of a PAGA Representative Enhancement Payment of \$7,500. Plaintiff will be issued an IRS Form 1099 in connection with her respective PAGA Representative Enhancement Payments. Plaintiff shall be solely and legally responsible for paying any and all applicable taxes on these payments and shall hold Defendant harmless from any claim or liability for taxes, penalties or interest arising as a result of the payments. The PAGA Representative Enhancement Payment will be paid from the Gross Settlement Amount and will be in addition to Plaintiff's Individual PAGA Payment paid pursuant to the Settlement. Defendant makes no representations as to the tax treatment or legal effect of the payment called for herein, and Plaintiff is not relying on any statement or representation by Defendant or its counsel in this regard. A reduction in the PAGA Representative Enhancement Payment shall not be grounds to nullify this Agreement.
- 1.28 "Plaintiff." Danielle Terry.

1.29 “Plaintiff’s Release.” The claims being released as described in Paragraph 5.1 below.

1.30 “Released PAGA Claims.” The claims being released as described in Paragraph 5.3 below.

1.31 “Released Parties.” Defendant and all of their past, present, and future parents, subsidiaries, affiliated companies, agents, managing agents, employees, servants, officers, directors, owners (whether direct or indirect), general partners, limited partners, potential and/or alleged common law employers, insurers, claims representatives, trustees, representatives, shareholders, stockholders, members, mortgagees or ground lessors, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and/or alleged joint employers, temporary staffing agencies, dual employers, potential and/or alleged dual employers, co-employers, potential and/or alleged co-employers, common law employers, potential and alleged common law employers, contractors, affiliates, service providers, alter-egos, potential and/or alleged alter-egos, vendors, affiliated organizations and entities, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns and any and all persons and/or entities acting under, by, through or in concert with any of them.

1.32 “Settlement.” The disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1 Plaintiff Danielle Terry alleges she was a former employee of Defendant.

2.2 On May 28, 2021, Plaintiff commenced the lawsuit *Danielle Terry v. SBF Foods, LLC, et al.*, Los Angeles Superior Court, No. 21STCV20228 . Plaintiff filed a class and individual action Complaint alleging causes of action against Defendant for (1) failure to pay minimum and regular rate wages; (2) failure to pay overtime compensation; (3) failure to provide meal periods; (4) failure to authorize and permit rest breaks; (5) failure to indemnify necessary business expenses; (6) failure to timely pay final wages at termination; (7) failure to provide accurate itemized wage statements; and (8) unfair business practices. On August 3, 2021, Plaintiff filed a First Amended Complaint adding a cause of action for civil penalties pursuant to Cal. Lab. Code §2699, et seq. (“PAGA”) Thereafter, Plaintiff dismissed her class and individual claims due to the existence of an arbitration agreement. The PAGA cause of action is the sole cause of action remaining in the Action. Defendant denies the allegations in the Action, denies any failure to comply with the laws identified Action, and denies any and all liability for the causes of action alleged.

2.3 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave written notice to Defendant and the LWDA by sending the PAGA Notices on May 26, 2021.

2.3.1 Plaintiff submitted her PAGA Notice on May 26, 2021 alleging Defendant's violation of the following California Labor Code provisions: §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, 2698, et seq., and 2699 and IWC Wage Orders regarding an alleged: failure to pay for all hours worked, including overtime; failure to provide meal periods; failure to authorize and permit rest periods; failure to provide suitable seating; failure to maintain accurate records of hours worked and meal periods; failure to indemnify necessary business expenses; failure to timely pay all wages at termination; and failure to furnish accurate itemized wage statements.

2.4 On June 8, 2023, the Parties participated in an all-day mediation presided over by Mark Rudy, Esq. which led to this Agreement to settle the Action.

2.5 Prior to mediation, Plaintiff obtained, through informal discovery, various wage and hour records for a sample of putative aggrieved employees.

2.6 Without any admission of wrongdoing or liability by Defendant, it is the intention and agreement of the Parties to settle and dispose of, fully and completely, the Released PAGA Claims against the Released Parties.

2.7 This Agreement is subject to the occurrence of the Effective Date set forth herein.

2.8 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. Defendant promises to pay the total gross amount of \$300,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated herein. The Settlement Administrator will disburse the entire Gross Settlement Amount. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1 To PAGA Counsel: A PAGA Counsel Attorneys' Fees Payment of not more than 35%, which is currently estimated to be \$105,000.00 and PAGA Counsel Costs of not more than \$20,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. The Settlement Administrator will pay the Attorneys' Fees and Costs using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and

liability for taxes owed on the Attorneys' Fees and Costs and will hold Defendant harmless, and indemnify Defendant, from any dispute or controversy regarding any division or sharing of any of these payments. A reduction of the PAGA Attorneys' Fees and/or Costs shall not be grounds to nullify this Agreement.

3.2.2 To the Settlement Administrator: Settlement Administration Costs not to exceed \$20,000.00 except for a showing of good cause and as approved by the Court. To the extent the Settlement Administration Costs are less or the Court approves payment less than \$20,000.00, the Settlement Administrator will retain the remainder in the Net Settlement Amount for distribution on a pro rata basis to Aggrieved Employees. In the event the Settlement Administration Costs are more, the Court retains discretion increase the amount agreed-upon by the Parties.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the Net Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.3.1. The Settlement 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 Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4. SETTLEMENT DATA, FUNDING AND PAYMENTS.

4.1 Escalator Clause. This Settlement is based on Defendant's representation that there are approximately 1,645 Aggrieved Employees (in total) and approximately 30,174 PAGA Pay Periods (in total) encompassed in the PAGA Period. If the actual number of employee Pay Periods encompassed within the PAGA Period exceeds 30,174 by more than 10%, then, Defendant at its exclusive discretion may agree to increase the Gross Settlement Amount proportionately for any excess increase in the total number of PAGA Pay Periods. For example, if the total number of PAGA Pay Periods increases by 20%, the Gross Settlement Amount will increase by 10% (actual increase minus the 10% tolerated increase). In the alternative, Defendant shall have the exclusive option to modify the applicable PAGA Period to a date prior to PAGA Settlement Approval to avoid incurring the pro rata increase.

4.2 Aggrieved Employee Data. Not later than fifteen (15) calendar days after the Court grants PAGA Settlement Approval of the Settlement, Defendant will simultaneously deliver the Aggrieved Employee Data to the Settlement Administrator, in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Settlement 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 Settlement Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Defense Counsel if it discovers that the Aggrieved Employee Data omitted Aggrieved 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 Defendant must send the Aggrieved Employee Data to the Settlement 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. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Settlement Administrator no later than fifteen (15) calendar days following the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within fifteen (15) calendar days after Defendant fund the Gross Settlement Amount, the Settlement Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Enhancement Payment. Disbursement of the Attorneys' Fees and Costs the PAGA Representative Enhancement Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1 Distribution of Settlement Payments and PAGA Notice. The Settlement Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via first-class United States Postal Service ("USPS") mail, postage prepaid. The face of each check shall prominently state the date (not less than one-hundred eighty (180) calendar days after the date of mailing) when the check will be voided. The Settlement Administrator will cancel all checks not cashed by the void date. The Settlement Administrator will send checks for Individual Settlement Payments to all Aggrieved Employees (including those for whom PAGA Notice was returned undelivered). Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2 Aggrieved Employee Address Search. The Settlement Administrator must conduct an Aggrieved Employee Address Search for all other Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) calendar days of receiving a returned check the Settlement Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Settlement Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Settlement 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 Uncashed Settlement Checks. Any checks issued by the Settlement Administrator to Aggrieved Employees will be negotiable for one-hundred eighty (180) calendar days. After one-hundred eighty (180) calendar days from the date of mailing, the checks shall become null and void, and any monies remaining in the distribution account shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 et seq., for the benefit of those Participating Aggrieved Employees who did not cash their checks until such time that they claim their property. The Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code § 384, as the entire Gross Settlement Amount will be paid out to, whether or not they all cash their Settlement Checks. Therefore, Defendant will not be required to pay any interest on said amount.

4.4.4 Unaffected Benefits. The Individual PAGA Payments made to Aggrieved Employees under this Settlement, and any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employees may be eligible, including, but not limited to, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties’ intention that this Settlement will not affect any rights, contributions, or amounts to which any Aggrieved Employees may be entitled under any benefit plans.

5. **RELEASE.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, PAGA Counsel, and Aggrieved Employees will release claims against all Released Parties, as follows:

5.1 **Plaintiff’s Release.** Upon the Effective Date, Plaintiff shall fully and finally release the Released Parties from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to their employment with Defendant and its compensation while an employee of Defendant. Plaintiff’s Released Claims include, but are not limited to, all claims asserted in, arising from, or related to the Action. Plaintiff’s Released Claims include all claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; failure to properly calculate the regular rate of pay and associated claims; wages related to alleged illegal time rounding; failure to pay wages at least twice each calendar month; failure to timely pay wages; failure to timely pay final wages; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; reimbursement for all necessary business expenses,

including work-related cell-phone expenses and car mileage for work-related travel; payment for all hours worked, including off-the-clock work; failure to provide accurate itemized wage statements; deductions; failure to keep accurate records; failure to provide suitable seating; failure to maintain temperature providing reasonable comfort; unlawful deductions and/or withholdings from wages; unfair business practices; suitable seating; penalties, including, but not limited to, recordkeeping penalties, wage statement and payroll reporting penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs. Plaintiff's Released Claims include all claims arising under the California Labor Code (including, but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 204.1, 204.2, 206, 210, 216, 218, 218.5, 218.6, 221, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 247.5, 248.5, 256, 450, 510, 511, 512, 515, 516, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1198, 1198.5, 2698 et seq., 2699 et seq., 2802, and 2804); all claims arising under: the Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004 (PAGA); California Business and Professions Code section 17200, et seq.; the California Civil Code, to include sections 3287, 3336 and 3294; 8 CCR §§ 3203, 11070, 11090, 11100; California Code of Civil Procedure § 1021.5; all state and local ordinances related to COVID-19 right of recall; the California common law of contract; the FLSA, 29 U.S.C. §§ 201, et seq.; 29 CFR 778.223; 29 CFR 778.315; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. §§ 1001, et seq. (ERISA). Plaintiff's Released Claims also include all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), and the California Fair Employment and Housing Act (FEHA); and the law of contract and tort. This release excludes the release of claims not permitted by law.

Plaintiff's Released Claims include all claims, whether known or unknown. Even if Plaintiff discovers facts in addition to or different from those that she now knows or believes to be true with respect to the subject matter of Plaintiff's Released Claims, those claims will remain released and forever barred. Thus, Plaintiff expressly waives and relinquish the provisions, rights and benefits 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 PAGA Counsel. PAGA Counsel release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims for Attorneys' Fees and Costs incurred in connection with, or in any way related to, the Actions, the PAGA Period facts stated in the Actions, and the PAGA Notices,

except for the right to enforce the provisions of this settlement providing for fees and costs.

- 5.3 Released PAGA Claims. As of the date of the PAGA Settlement Approval Order, and only after the Settlement has been fully funded by Defendant, all Aggrieved Employees (which specifically includes Plaintiff) shall fully and finally release the Released Parties of the Released PAGA Claims. The Released PAGA Claims include any and all claims, wage and hour claims, rights, demands, liabilities and causes of action of any nature or description for civil penalties under PAGA alleged/asserted in the Actions, as amended, arising from and/or related to the facts and claims alleged/asserted in the Actions, as amended, that could have been alleged/asserted in the Actions based on the facts and claims alleged in the Actions, as amended, and the facts and claims asserted in, arising from or related to, or could have been alleged in the PAGA Notice dated May 28, 2021.

The Released PAGA Claims include the following claims for civil penalties under PAGA asserted in the Action, as amended, and PAGA Notices: unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; failure to properly calculate the regular rate of pay and associated claims; wages related to alleged illegal time rounding; failure to pay wages at least twice each calendar month; failure to timely pay wages; failure to timely pay final wages; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work; failure to provide accurate itemized wage statements; deductions; failure to keep accurate records; failure to provide suitable seating; unlawful deductions and/or withholdings from wages; penalties, including, but not limited to, recordkeeping penalties, wage statement and payroll reporting penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs related to the Released PAGA Claims. The Released PAGA Claims also include but are not limited to all such claims for civil penalties under PAGA arising under: California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2699 et seq., 2699.3, 2699.5; California Code of Civil Procedure § 1021.5; all claims arising under the California Private Attorneys General Act of 2004 ("PAGA") related to the Released PAGA Claims; California Code of Regulations tit. 8 section 3395; all claims relating to the Released PAGA Claims under the California Business and Professions Code section 17200, et seq.; the Release shall also include all claims relating to the Released PAGA Claims under the applicable Wage Orders of the California Industrial Welfare Commission for failure to provide accurate itemized wage statements, failure to provide right to inspect or copy personnel files, failure to keep accurate records, for civil and statutory penalties, including wage statement penalties, record keeping penalties, reporting time pay, and penalties for personnel file violation.

6. MOTION FOR PAGA APPROVAL. PAGA Counsel agrees to prepare and file a motion for final approval (“Motion for PAGA Settlement Approval”) of this Settlement.

- 6.1 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel for review prior to filing all documents necessary for obtaining PAGA Settlement Approval, including: (i) a notice and memorandum in support of the Motion for PAGA Settlement Approval that includes a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a proposed Order granting PAGA Settlement Approval of PAGA Settlement; (iii) a invoice from the Settlement Administrator attaching its “not to exceed” bid for administering the Settlement; and (iv) a declaration from PAGA Counsel in support of the Motion for PAGA Settlement Approval.
- 6.2 Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for PAGA Settlement Approval no later than thirty (30) calendar days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for PAGA Settlement Approval; and for appearing in Court to advocate in favor of the Motion for PAGA Settlement Approval. PAGA Counsel is responsible for delivering the Court’s Approval to the Settlement Administrator.
- 6.3 LWDA Notice. The Parties agree that Plaintiff will submit Notice to the LWDA of this Settlement along with a copy of this Settlement Agreement within thirty (30) calendar days of its execution by all Parties and PAGA Counsel, and will thereafter submit a copy of any Judgment or any other order (*e.g.*, the PAGA Approval Order) providing for an award of civil penalties in conformity with Labor Code Section 2699(l).

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Settlement Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Settlement Administrator. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Settlement Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Settlement 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 Settlement Administrator Duties. The Settlement Administrator has a duty to perform or observe all tasks to be performed or observed by the Settlement Administrator contained in this Agreement or otherwise.

7.4.1 Data Notification. No later than three (3) business days after receipt of the Aggrieved Employee Data, the Settlement Administrator shall notify PAGA Counsel that the list has been received and state the number of Aggrieved Employees and PAGA Pay Periods in the Aggrieved Employee Data.

7.4.2 Website, Email Address and Toll-Free Number. The Settlement Administrator will establish and maintain and use an internet website to post information of interest to Aggrieved Employees copies of the Settlement Agreement, the PAGA Notice, the Motion for PAGA Approval, the Motion for Attorneys' Fees and Costs and PAGA Representative Service Enhancement Payment, the PAGA Approval Order and the Judgment. The Settlement Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Aggrieved Employee calls, faxes and emails.

7.4.3 Final Report by Settlement Administrator. Within ten (10) calendar days after the Settlement Administrator disburses all funds in the Gross Settlement Amount, the Settlement Administrator will provide PAGA Counsel and Defense Counsel with a final report detailing its disbursements by pseudonym only of all payments made under this Agreement. At least fifteen (15) calendar days before any deadline set by the Court, the Settlement Administrator will prepare, and submit to PAGA Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. PAGA Counsel is responsible for filing the Settlement Administrator's declaration in Court.

8. NULLIFICATION OF AGREEMENT. In the event: (i) the Court does not enter the PAGA Settlement Approval Order and approve the Released PAGA Claims specified herein; or (ii) the Settlement does not become final for any other reason (*e.g.*, an objection by the LWDA), this Settlement Agreement shall be null and void. A reduction of the Attorneys' Fees and Costs and/or any PAGA Representative Enhancement Payment(s) shall not be grounds for nullification of this Settlement. If the Settlement is nullified, any order or judgment entered by the Court in furtherance of this Agreement shall be treated as void from the beginning, and the Stipulations and Recitals contained herein shall be of no force or effect, and shall not be treated as an admission by the Parties or their counsel. In such a case, the Parties and any funds to be awarded under this Agreement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid equally by both Parties. The Parties agree that they will cooperate and take all steps necessary in order to obtain PAGA Settlement Approval in the event that the Court raises issues or questions about this Settlement or anything pertaining to this Settlement (including, but not limited to, the motion for preliminary approval and motion for final approval).

9. MOTION FOR PAGA APPROVAL. Not later than sixteen (16) court days before the calendared PAGA Settlement Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under

Labor Code section 2699, subd. (l), a Proposed PAGA Settlement Approval Order and a proposed Judgment (collectively “Motion for PAGA Settlement Approval”).

- 9.1 Duty to Cooperate. If the Parties disagree on any aspect of the proposed motion for PAGA Settlement 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 and conferring in good faith, to resolve the disagreement. If the Court does not grant PAGA Settlement Approval or conditions PAGA Settlement Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Aggrieved Employees), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain PAGA Settlement Approval. The Court’s decision to award less than the amounts requested for the PAGA Representative Enhancement Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and/or Settlement Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Section.
- 9.2 Continuing Jurisdiction of the Court. Pursuant to CCP §664.6, 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.
- 9.3 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.
- 9.4 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court’s concerns and to obtain PAGA Settlement Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court’s award of the PAGA Representative Enhancement Payment or any payments to PAGA Counsel shall not constitute a material modification of the

Judgment within the meaning of this Section, as long as the Gross Settlement Amount remains unchanged.

10. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

11. **ADDITIONAL PROVISIONS.**

11.1 Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically deny, they have violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

11.2 Confidentiality. Neither Plaintiff nor Plaintiff's Counsel shall issue any press release or announcement of any kind related in any way to the Settlement. Plaintiff shall be informed that the Settlement is confidential and shall be advised to keep the Settlement confidential. The Aggrieved Employees (including Plaintiff and PAGA Counsel) may: (1) as required by law; (2) as required under the terms of the Settlement; or (3) as required under counsel's duties and responsibilities as PAGA Counsel, comment regarding the specific terms of the Settlement. In all other cases, Plaintiff and PAGA Counsel agree to limit their statements regarding the terms of the Settlement, whether oral, written or electronic (including the world wide web), to say the Actions have been resolved and that Plaintiff and PAGA Counsel are satisfied with the Settlement terms. Nothing in this Section is intended to interfere with PAGA Counsel's duties and obligations to faithfully discharge their duties as PAGA Counsel, including but not limited to, communicating with Aggrieved Employees regarding the Settlement. This Settlement shall not be advertised on Plaintiff's Counsels' personal or firm website(s). However, Plaintiff's Counsel may include publicly-available information in their declarations describing their qualifications as counsel in other cases.

11.3 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.

- 11.4 Entire Agreement. This Settlement Agreement and any attached Exhibits and the stand-alone individual settlement agreements constitute the entirety of the Parties' Settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.
- 11.5 Contractual Terms. Each term of this Agreement is contractual and not merely a recital.
- 11.6 Binding on Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.
- 11.7 Modifications. The Parties agree that the provisions of this Agreement may not be modified by any subsequent agreement unless the modifying agreement is: (i) in writing; (ii) specifically references this Agreement; (iii) signed by Plaintiff; and (iv) signed and approved by authorized officers of Defendant.
- 11.8 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.
- 11.9 Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.
- 11.10 Exhibits Incorporated by Reference. The terms of this Settlement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement.
- 11.11 Execution and Counterparts. This Agreement is subject only to the execution of all Parties. However, the Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic signatures (e.g., DocuSign), facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument. The Parties expressly agree to the use of electronic signatures (e.g., DocuSign).
- 11.12 Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and 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 required to effectuate the terms of this Agreement. 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 the Settlement, or on any supplemental provisions that may become necessary to

effectuate the terms of this Settlement, the Parties may seek the assistance of Mark Rudy, Esq. (mediator) to resolve such disagreement.

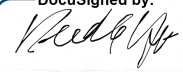
- 11.13 Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.
- 11.14 Captions. The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.
- 11.15 Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.
- 11.16 Enforcement Action and Continuing Jurisdiction. The Parties agree that upon approval by the Court, this Agreement shall be enforceable by the Court, and the Court shall retain exclusive and continuing equity jurisdiction pursuant to California Code of Civil Procedure § 664.6 of this action over all Parties and Aggrieved Employees to interpret and enforce the terms, conditions, and obligations set forth in this Agreement. If one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Agreement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement action.
- 11.17 Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.
- 11.18 Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement and that this Agreement has been executed with the consent and advice of counsel and reviewed in full. Further, Plaintiff and PAGA Counsel warrant and represent that there are no liens on the Agreement.
- 11.19 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.

11.20 Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law. Plaintiff, and not her respective representative(s), must personally execute this Agreement.

11.21 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.

Dated: 6/30/2023

DocuSigned by:

 044C2860C8FC43A...
 Plaintiff Danielle Terry

Dated: 6/29/2023

 PANKAT BHATIA
 For Defendant SBF Foods, LLC

APPROVED AS TO FORM:

Dated: 6/30/2023


 MOON & YANG, APC
 Kane Moon, Esq.
 Allen Feghali, Esq.
 Edwin Kamarzarian, Esq.
 Charlotte Mikat-Stevens, Esq.

Dated: 6/29/2023


 Martirosyan Professional Corporation
 Edgar Martirosyan, Esq.
 Azniv Ksachikyan, Esq.