

CLASS AND PAGA ACTION SETTLEMENT AGREEMENT

This Class and PAGA Action Settlement Agreement (“Agreement”) is made by and between plaintiff Juventino Archila (“Plaintiff”) and defendants Labornow, Inc. (“Labornow”) and Nissin Foods (U.S.A.) Company, Inc. (“Nissin Foods”) (collectively, “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1 “Action” means the case titled *Juventino Archila v. Labornow Inc., et al.*, Los Angeles Superior Court, Case No. 21STCV21816.

1.2 “Attorneys’ Costs” or “Litigation Costs” means the amount to be reimbursed to Class Counsel for all costs and expenses incurred in the Action, including, but not limited to, costs associated with filing of the complaint and other documents, 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 Claims as defined herein. Attorneys’ Costs shall not exceed \$32,000.00 and shall be paid from the Gross Settlement Amount.

1.3 “Attorneys’ Fees” means the Parties’ agreed upon amount of attorneys’ fees to be awarded to Class Counsel for the work they have performed in furtherance of the Action, subject to approval by the Court. Attorneys’ Fees shall not exceed 35% (\$179,481.23) of the Gross Settlement Amount and shall be paid from the Gross Settlement Amount. A reduction in the Attorneys’ Fees and/or Costs shall not be grounds to nullify this Agreement.

1.4 “Class” or “Class Member” means all current and former non-exempt employees of Defendants who worked for Defendants in the State of California during the Class Period.

1.5 “Class Counsel” means Kane Moon, Allen Feghali, and Julie Sohyun Oh of Moon Law Group, PC.

1.6 “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.7 “Class Notice” means the notice of Class and PAGA Action Settlement mutually agreed upon by the Parties and approved by the Court to be sent to the Class Members and PAGA Members following preliminary approval, which includes the scope of release language for Released Claims and Released PAGA Claims, notifies Class Members and PAGA Members of the Settlement, explains the Class Members’ options, including how Class Members may opt out or object to the Settlement, and explains the facts and methods based on which the Class Members’ and PAGA Members’ estimated Individual Class Payments and Individual PAGA Payments are calculated, substantially in the form attached hereto as **Exhibit A**.

1.8 “Class Period” means the period from January 8, 2022, through September 1, 2023.

1.9 “Class Representative” means Juventino Archila, the named plaintiff in the Action, seeking Court approval to serve as a class representative.

1.10 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action, and for which Plaintiff will provide a general release and waiver of Civil Code section 1542 rights. The Class Representative Service Payment shall be paid from the Gross Settlement Amount. Subject to the Court’s approval, Plaintiff shall receive \$7,500.00 in Class Representative Service Payment.

1.11 “Defense Counsel” means Atkinson, Andelson, Loya, Ruud & Romo and Chesler McCaffrey LLP.

1.12 “Effective Date” means the date when both of the following have occurred: (a) the Court enters a Final Judgment on its Order Granting Final Approval of the Settlement; and (b) the judgment is final. The judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Final Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Final Judgment; or if a timely appeal from the Final Judgment is filed, the day after the appellate court affirms the Final Judgment and issues a remittitur.

1.13 “Final Approval Order” or “Order Granting Final Approval” means the Court’s order granting final approval of the Settlement.

1.14 “Final Judgment” means the judgment entered by the Court upon granting final approval of the Settlement.

1.15 “Gross Settlement Amount” means \$512,803.50, which is the maximum total amount Defendants agree to collectively pay under the Settlement, except as provided in Paragraph 5.2 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Attorneys’ Fees, Attorneys’ Costs, Class Representative Service Payment, the Settlement Administration Costs, and PAGA Penalties.

1.16 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.17 “Individual PAGA Payment” means the PAGA Member’s pro rata share of the 25% of the PAGA Penalties calculated according to the number of pay periods worked during the PAGA Period.

1.18 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the Labor and Workforce Development Agency’s (“LWDA”) under Labor Code section 2699, subd. (i).

1.19 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Class Representative Service Payment,

Attorneys' Fees, Attorneys' Costs, the Settlement Administration Costs, and PAGA Penalties. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.20 "PAGA Members" or "Aggrieved Employees" means all current and former non-exempt employees of Defendants who worked for Defendants in the State of California during the PAGA Period.

1.21 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 75% to the LWDA and 25% to the PAGA Members for the settlement of PAGA Claims. The PAGA Penalties shall be \$40,000.00.

1.22 "PAGA Period" means from January 8, 2022, through September 1, 2023.

1.23 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the class portion of the Settlement.

1.24 "Pay Period" means any pay period in which a PAGA Member performed work for Defendants at least one day during the PAGA Period.

1.25 "Preliminary Approval Order" means the proposed order granting preliminary approval of the Settlement.

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

1.27 "Settlement Administrator." Phoenix Settlement Administrators ("Phoenix" or "Settlement Administrator") 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.

1.28 "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 Class Member/PAGA Member, 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 \$15,000.00. To the extent actual Settlement Administration Costs are greater than \$15,000.00, 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 fourteen (14) calendar days following the Effective Date.

1.29 "Workweek" means the total number of workweeks Class Members worked for Defendants, during the Class Period.

2. RECITALS.

2.1 On June 1, 2021, Plaintiff commenced this Action by filing a complaint alleging the following causes of action against Defendant: (1) Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code § 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]. On September 23, 2021, Plaintiff filed a first amended complaint, alleging an additional cause of action for Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.].

2.2 Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending a PAGA notice letter on June 5, 2021. Plaintiff's PAGA case number is LWDA-CM-834160-21.

2.3 On December 3, 2021, Plaintiff filed a Request for Dismissal of Class and Individual Allegations Without Prejudice, which rendered the claim for Civil Penalties Under PAGA the sole cause of action in this Action.

2.4 On April 25, 2022, the Parties participated in all-day mediation presided over by mediator Gail Glick, Esq., which did not result in a settlement.

2.5 On October 5, 2022, Defendants filed a Motion to Compel Arbitration of Individual PAGA Claims and Dismiss Representative PAGA Claims for Lack of Standing ("Motion to Compel Arbitration"). On January 25, 2023, the Court granted Defendants' Motion to Compel Arbitration as to the PAGA action, and on May 4, 2023, ordered dismissal of the Action without prejudice.

2.6 On May 11, 2023, Plaintiff filed a Notice of Appeal of the Court's May 4, 2023, order.

2.7 On June 27, 2023, the Parties participated in mediation presided over by Steve Rottman, Esq. Although the Parties did not reach a settlement at the second mediation, the Parties continued their settlement discussion, which ultimately led to this Agreement to settle the Action. The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive arm's length negotiations between the Parties and their participation in two mediations supervised by experienced employment law mediators. The Parties agree that the Agreement is entered into in good faith as to each Class Member and PAGA Member and that the Settlement is fair, reasonable, and adequate as to each Class Member and PAGA Member.

2.8 Prior to both mediations, Plaintiff obtained, through informal discovery, various wage and hour records for a sample of the putative Class Members.

2.9 For purposes of effectuating the Settlement, prior to seeking Preliminary Approval of the Settlement, the Parties shall file a joint stipulation to vacate the judgment dismissing the Action. For purposes of this Settlement, Plaintiff, prior to seeking Preliminary Approval of the

Settlement, shall file a second amended complaint alleging the following causes of action: (1) Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code § 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]; and (9) Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.] with respect to the Class Period specified in this Agreement. (The second amended complaint is the operative complaint in the Action [the “Operative Complaint”].)

2.10 Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint, and deny any and all liability for the causes of action alleged.

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

2.12 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. CERTIFICATION AND APPOINTMENT

3.1 Class Certification. Solely for the purposes of this Settlement, the Parties stipulate and agree to certification of the claims asserted on behalf of Class Members. As such, the Parties stipulate and agree that for this Settlement to occur, the Court must certify the Class as defined in this Agreement.

3.2 Conditional Nature of Stipulation for Certification. The Parties stipulate and agree to the certification of the claims asserted on behalf of Plaintiff and Class Members for purposes of this Settlement only. This Stipulation is contingent upon the preliminary and final approval and certification of the Settlement Class only for purposes of settlement. If the Settlement does not become final, for whatever reason, the fact that the Parties were willing to stipulate provisionally to certification as part of the Settlement shall have no bearing on and shall not be admissible or used in any way in connection with, the question of whether the Court should certify any claims in a non-settlement context in this Action or in any other lawsuit. Defendants expressly reserve the right to oppose class certification and/or to proactively move to deny class certification should this Settlement be modified or reversed on appeal or otherwise not become final.

3.3 Appointment of Class Representative. Solely for the purposes of this Settlement, the Parties stipulate and agree Plaintiff shall be appointed as the representative for the Class.

3.4 Appointment of Class Counsel. Solely for the purpose of this Settlement, the Parties stipulate and agree that the Court appoint Class Counsel to represent the Class.

4. **MONETARY TERMS**

4.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 5.2 below, Defendants promise to collectively pay \$512,803.50 and no more as the Gross Settlement Amount. Defendants shall separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 5.4 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

4.2 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 Final Approval Order:

4.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$7,500.00 (in addition to any Individual Class Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for final approval, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the final approval hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Settlement Administrator will retain the remainder in the Net Settlement Amount. The Settlement Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

4.2.2 To Class Counsel: Attorneys' Fees of not more than 35% of the Gross Settlement Amount (\$179,481.23), and Litigation Costs of not more than \$32,000. Defendants will not oppose requests for these payments, provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for final approval which will include a request for Class Counsel Attorneys' Fees and Litigation Costs no later than 16 court days prior to the Final Approval Hearing. If the Court approves Attorneys' Fees and/or Litigation Costs less than the amounts requested, the Settlement Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other plaintiff's counsel arising from any claim to any portion any Attorneys' Fees and/or Attorneys' Costs. The Settlement Administrator will pay the Class Counsel Attorneys' Fees and Attorneys' Costs using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Attorneys' Fees and Attorneys' Costs and holds Released Parties harmless, and indemnifies Released Parties, from any dispute or controversy regarding any division or sharing of any of these Payments.

4.2.3 To the Settlement Administrator: Settlement Administration Costs not to exceed \$15,000.00 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 of less than \$15,000.00, the Settlement Administrator will retain the remainder in the Net Settlement Amount for distribution to the Participating Class Members.

4.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

4.2.4.1 Tax Allocation of Individual Class Payments. The Settlement Administrator will pay the amount of the Participating Class Members' portion of normal payroll withholding taxes out of each person's Individual Class Payment. The Settlement Administrator will calculate the amount of the Participating Class Members' and Defendants' portion of payroll withholding taxes. The Settlement Administrator will submit Defendants' portion of payroll withholding tax calculation to Defendants for additional funding and forward those amounts along with each person's Individual Class Payment withholdings to the appropriate taxing authorities. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to penalties and interest (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payment.

4.2.5 To the LWDA and PAGA Members: PAGA Penalties in the amount of \$40,000.00 to be paid from the Gross Settlement Amount, with 75% (\$30,000.00) allocated to the LWDA PAGA Payment and 25% (\$10,000.00) allocated to the Individual PAGA Payments.

4.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Members' 25% share of PAGA Penalties (\$10,000.00) by the total number of 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. PAGA Members will receive their respective Individual PAGA Payments regardless of whether they opt out of the Settlement with respect to their class claims.

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

5. SETTLEMENT FUNDING AND PAYMENTS.

5.1 Pay Periods. Based on a review of its records through May 14, 2023, Defendants estimated that there were approximately 31,079 pay periods in the Class Period as of that date.

5.2 Escalator Clause. If the actual number of pay periods encompassed within the Class Period exceeds 31,079 by more than 15%, then, Defendants at their exclusive discretion may agree to increase the Gross Settlement Amount proportionately for any excess increase in the total number of pay periods; i.e., if the number of Workweeks is more than 35,741 at the time of the Final Approval Order, Defendants may agree to increase the settlement amount by the percentage that that actual number of pay period exceeds 35,741. In the alternative, Defendants in their sole discretion may elect to alter the end date of the release period, so that the pay periods total reaches 35,741.

5.3 Class Data. Not later than fourteen (14) calendar days after the Court issues the Preliminary Approval Order, Defendants will deliver the Class Data to the Settlement Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Settlement Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to the Settlement Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class 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 Class Data.

5.4 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Settlement Administrator no later than fourteen (14) calendar days after the Effective Date.

5.5 Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendants fund the Gross Settlement Amount, the Settlement Administrator will mail checks for all Individual Class Payments, Individual PAGA Payments, Class Counsel Attorneys' Fees, Class Counsel Litigation Costs, the Class Representative Service Payment, and the LWDA PAGA Payment. Disbursement of Class Counsel Attorneys' Fees, Class Counsel Litigation Costs, and the Class Representative Service Payment shall not precede disbursement of Individual Class and PAGA Payments.

5.5.1 Distribution of Settlement Payments and Class Notice. The Settlement Administrator will issue checks for the Individual Class and PAGA Payments, accompanied by Final Judgment, and send them to Participating Class Members and PAGA Members 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 Settlement Administrator will cancel all checks not cashed by the void date. The Settlement Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice

was returned undelivered). Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

5.5.2 Class Member Address Search. The Settlement Administrator must conduct a Class Member Address Search for all Participating Class Members whose checks are returned undelivered without USPS forwarding address. ("Class Member Address Search" means the Settlement Administrator's investigation and search for Participating Class Members' current 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 Participating Class Members.) 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 Class Member Address Search. The Settlement Administrator need not take further steps to deliver checks to Participating Class Members whose re-mailed checks are returned as undelivered. The Settlement Administrator shall promptly send a replacement check to any Participating Class Member whose original check was lost or misplaced, requested by the Participating Class Member prior to the void date.

5.5.3 Uncashed Settlement Checks. For any Participating Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Settlement Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

5.5.4 No Additional Benefits. The payment of Individual Class and/or PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Participating Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. RELEASES OF CLAIMS.

Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, and Class Counsel will release claims against all Released Parties as follows:

6.1 Released Parties. Released Parties are Defendants and all related companies, subsidiaries, owners, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors, successors, and assigns.

6.2 Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not

limited to all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint or ascertained during the Action and released under 6.3 below. (“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 Class 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.

6.2.1 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.”

6.3 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action, including but not limited to unpaid wages, overtime, missed meal and rest periods, waiting time penalties, wages not timely paid during employment, payroll stub violations, and failure to keep requisite payroll records (“Released Class Claims”). Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

6.4 Release by PAGA Members: All PAGA Members 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 Plaintiff’s PAGA notice to the LWDA (“Released PAGA Claims”). These include claims for unpaid wages, overtime, missed meal and rest periods, waiting time penalties, wages not timely paid during employment, payroll stub violations, and failure to keep requisite payroll records. All PAGA Members shall release all claims arising under PAGA regardless of their decision to participate in the Settlement.

7. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

7.1 Plaintiff’s Responsibilities. Plaintiff will prepare all documents necessary to obtain preliminary approval of the Settlement and file the motion and supporting papers with the Court. Class Counsel is responsible for delivering the Court’s Preliminary Approval Order to the Settlement Administrator.

7.2 Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly responsible for obtaining a prompt hearing date for the Motion for Preliminary Approval and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s approval of the Motion for Preliminary Approval to the Settlement Administrator.

7.3 Duty to Cooperate. If the Court does not grant preliminary approval or conditions a Preliminary Approval Order on any material change to this Agreement, Class 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.

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Settlement Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Settlement Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Settlement Administration Costs. The Parties, Class Counsel and Defense 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.

8.2 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.

8.3 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.

8.4 Notice to Class Members.

8.4.1 No later than three (3) business days after receipt of the Class Data, the Settlement Administrator shall notify Class Counsel and Defense Counsel that the list has been received and state the number of Class Members and Workweeks in the Class Data.

8.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Settlement Administrator shall send to all Class Members identified in the Class Data, via first-class United States

Postal Service (“USPS”) mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit “A”. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class and/or PAGA Payment payable to the Class and/or PAGA Member, and the number of Workweeks used to calculate Individual Class Payments and Pay Periods used to calculate Individual PAGA Payments. Before mailing the Class Notice, the Settlement Administrator shall update Class Member addresses using the National Change of Address Database.

8.4.3 Not later than seven (7) calendar days after the Settlement Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Settlement Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Settlement Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Settlement Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

8.4.4 The deadlines for Class Members’ written objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Settlement Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.4.5 If the Settlement Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Settlement Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves from (opt-out of) the class portion of the Settlement must send the Settlement Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than sixty (60) days after the Settlement Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member’s election to be excluded from the class portion of the Settlement and includes the Class Member’s name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

8.5.2 The Settlement Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Settlement Administrator shall accept any Request for Exclusion as valid if the Settlement Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Settlement Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Settlement Administrator has reason to question the authenticity of a Request for Exclusion, the Settlement Administrator may demand additional proof of the Class Member's identity. The Settlement Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Released Claims under Paragraph 6.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the class portion of the Settlement.

8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a "Non-Participating Class Member" and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement.

8.6 Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) days after the Settlement Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of class Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Settlement Administrator via fax, email or mail. The Settlement Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Settlement Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Settlement Administrator's determination of each Class Member's allocation of Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Settlement Administrator shall promptly provide copies of all challenges to calculation of Workweeks to Defense Counsel and Class Counsel and the Settlement Administrator's determination of the challenges.

8.7 Objections to Settlement.

8.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Attorneys' Fees, Class Counsel Litigation Costs and/or Class Representative Service Payment.

8.7.2 Participating Class Members may send written objections to the Settlement Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a

written objection to the Settlement Administrator must do so not later than sixty (60) days after the Settlement Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

8.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

8.8 Settlement Administrator's Duties.

8.8.1 Weekly Reports. The Settlement Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments.

8.8.2 Final Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Settlement Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from the class portion of the Settlement it received (both valid or invalid), the number of written objections and attach an "Exclusion List", which will be a compilation of all Class Member Requests For Exclusion from the class portion of the Settlement. The Settlement Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Settlement Administrator's declaration(s) with the Court.

8.8.3 Final Report. Within ten (10) days after the Settlement Administrator disburses all funds in the Gross Settlement Amount, the Settlement Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fourteen (14) days before any deadline set by the Court, the Settlement Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Settlement Administrator's declaration in Court.

9. DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion exceeds 10% of the total Class Members, Defendants may elect, but are not obligated, to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Costs incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Settlement Administrator sends the final Weekly Report to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a proposed Final Approval Order and Judgment (collectively "Motion for Final Approval"). Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than seven (7) calendar days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court. Plaintiff waives any right to object to the Settlement, and hereby endorses the Settlement as fair, reasonable and adequate and in the best interests of the Settlement Class, including all Class Members and all PAGA Members.

10.2 Duty to Cooperate. If the Court does not grant final approval or conditions the Final Approval Order on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain final approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Attorneys' Fees, Class Counsel Litigation Costs and/or Settlement Administration Costs shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Final Judgment, pursuant to Code of Civil Procedure section 664.6, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of and with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of (i) enforcing this Agreement and/or Final Judgment, (ii) addressing Settlement administration matters, and (iii) addressing such post-Final Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Final Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Attorneys' Fees and Class Counsel Litigation Costs set forth in this Settlement, the Parties, Class Counsel, Defense Counsel, all Participating Class Members, and all PAGA Members waive all rights to appeal from the Final 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 an objector appeals the Final Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Final Judgment becomes final.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing court vacates, reverses, or modifies the Final 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 Class Members), 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 final approval and entry of Final Judgment. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Final Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. ADDITIONAL PROVISIONS.

11.1 No Admission of Liability. 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 class certification and representative treatment are for purposes of this Settlement only. If, for any reason the Court does not grant preliminary approval, final approval or enter Final Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and 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).

11.2 Publicity. Class Counsel and Plaintiff agree to discuss the terms of this Settlement only in declarations submitted to the Court to establish Class Counsel's adequacy to serve as Class Counsel, in declarations submitted to the Court in support of the Motion for Preliminary Approval, the Motion for Final Approval, for Attorneys' Fees, for Attorneys' Costs, and any other pleading filed with the Court in conjunction with the Settlement, and in discussions with Class Members in the context of administering this Settlement until the Preliminary Approval Order is issued. Class Counsel and Plaintiff agree that they shall not publish any press releases or press statements regarding the Settlement, identify Defendants or Defense Counsel by name in any media including Class Counsel's website, or have any communications with the press or media about the Action or the Settlement. Plaintiff, in response to inquiries, will state that that "the Action was resolved." This provision will not impede Class Counsel's ability to discharge fiduciary duties, including effectuating the terms of this Settlement.

11.3 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants, and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit

another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

11.4 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Final Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.5 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.

11.6 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, 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.

11.7 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. 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 the Action's mediator, Steve Rottman, and/or the Court for resolution.

11.8 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 Parties in this Settlement.

11.9 No Tax or Legal Advice. The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Class Members will assume any such tax obligations or consequences that may arise from this Agreement, and that Class Members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Class Member, such Class Member assumes all responsibility for the payment of such taxes. Neither Plaintiff, Class 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.

11.10 Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable.

11.11 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, and approved by the Court.

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

11.13 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.

11.14 Fair, Adequate, and Reasonable Settlement. The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

11.15 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.

11.16 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. However, Plaintiff's Counsel may include publicly-available information in their declarations describing their qualifications as counsel in other cases.

11.17 Headings. The descriptive headings contained in this Agreement are inserted for convenience and reference only and in no way define, limit, extend or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.

11.18 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.

11.19 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:

Kane Moon
Allen Feghali
Julie Sohyun Oh
MOON LAW GROUP, PC
1055 W. Seventh St., Suite 1880
Los Angeles, CA 90017
kmoon@moonlawgroup.com
afeghali@moonlawgroup.com
joh@moonlawgroup.com

To Defendant LaborNow, Inc.:

Timothy B. McCaffrey, Jr.
CHESLER MCCAFFREY LLP
12121 Wilshire Boulevard., Suite 504
Los Angeles, CA 90025-1168
Telephone: (310) 442-5559
Facsimile: (310) 442-0353
tbm@cmlegal.com

To Defendant Nissin Foods (U.S.A.) Company, Inc.:

Brigham Cheney
Kiara Gebhart
ATKINSON, ANDELSON, LOYA, RUUD & ROMO
20 Pacifica, Suite 1100
Irvine, CA 92618
bcheney@aalrr.com
kiara.gebhart@aalrr.com

11.20 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.

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.

Date: 3/28/2024

DocuSigned by:

6CD79BF1B2F64D0...

Plaintiff Juventino Archila

Date: 4/10/2024

MOON LAW GROUP, PC



Kane Moon
Allen Feghali
Julie Sohyun Oh
Attorneys for Plaintiff Juventino Archila

Date:

Defendant LaborNow, Inc.

By: _____

Title: _____

Date: 4/10/24

CHESLER MCCAFFREY LLP



Timothy B. McCaffrey, Jr.
Counsel for Defendant LaborNow, Inc.

Date:

Defendant Nissin Foods (U.S.A.) Company, Inc.

By: Atsushi Yanagishita

Title: CFO

Date:

ATKINSON, ANDELSON, LOYA, RUUD &
ROMO

Brigham Cheney
Kiara Gebhart
Counsel for Defendant Nissin Foods (U.S.A.)
Company, Inc.

Date:

Plaintiff Juventino Archila

Date:

MOON LAW GROUP, PC

Kane Moon
Allen Feghali
Julie Sohyun Oh
Attorneys for Plaintiff Juventino Archila

Date:

Michael Powers

Electronically 4.10.2024

Defendant LaborNow, Inc.

By: Michael Powers,

Title: Operations, with Authority

Date:

CHESLER MCCAFFREY LLP

Timothy B. McCaffrey, Jr.
Counsel for Defendant LaborNow, Inc.

Date:

Atsushi Yanagishita

Defendant Nissin Foods (U.S.A.) Company, Inc.

By: Atsushi Yanagishita

Title: CFO

Date: April 8, 2024

ATKINSON, ANDELSON, LOYA, RUUD &
ROMO

Brigham Cheney

Brigham Cheney

Kiara Gebhart

Counsel for Defendant Nissin Foods (U.S.A.)
Company, Inc.

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR COURT APPROVAL**

Juventino Archila v. Labornow Inc., et al.

California Superior Court, in and for the County of Los Angeles
Case No. 21STCV21816.

***The Los Angeles County Superior Court authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from the settlement of an employee class action lawsuit ("Action") against Labornow, Inc. ("Labornow") and Nissin Foods (U.S.A.) Company, Inc. ("Nissin Foods") (together, "Defendants") for alleged wage and hour violations. The Action was filed by Defendants' former employee, Juventino Archila ("Plaintiff"), and seeks payment of unpaid wages, Labor Code penalties, and penalties under the California Private Attorneys General Act ("PAGA"). The Action includes everyone employed by Defendants in California as a non-exempt or hourly (referred to as "Class Members" and or "Aggrieved Employees") and who worked for Defendants at least one day between January 8, 2022 and September 1, 2023, which is called the "Class Period" or "PAGA Period."

The proposed Settlement has two main parts: (1) a Class Settlement in which Defendants will fund Individual Class Payments, and (2) a PAGA Settlement in which Defendants will fund Individual PAGA Payments and separately will pay an amount to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendants' records, and the Parties' current calculations, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive may be different and will depend on a number of factors.

The above estimates are based on Defendants' records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class/PAGA Period, you have two options under the Settlement:

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- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is DATE _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will not be a Class Member, and will no longer be eligible for an Individual Class Payment, and cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____ DATE _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice. In the event that you object and your objection is overruled, you will be treated as a Participating Class Member.

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You Can Participate in the <u>DATE</u> Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on <u>DATE</u> . You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by <u>DATE</u>	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <u>DATE</u> . See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff was formerly employed by Labornow and placed to work at Nissin Foods. The Action accuses Defendants of violating California labor laws by failing to pay minimum wage, overtime, failing to provide meal periods, rest breaks, reimbursement for business expenses, pay wages timely, pay all wages due at termination, accurate wage statements, and of unfair competition in violation of Business and Professions Code section 17200, et seq. Based on the same Labor Code claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by Moon Law Group, P.C. (“Class Counsel”).

Defendants deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendants hired a neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (i.e., a settlement of the case) rather than continuing the expensive and time-consuming litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2)

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settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate; authorized this Notice; and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay \$512,803.50 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. If the Court grants Final Approval as the Parties request, Defendants will fund the Gross Settlement not more than 14 calendar days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the time for an appeal of the Court's entry of Judgment expires, or if the Judgment is timely appealed the date of final resolution of any appeal of the Judgment.
2. Court-Approved Deductions from Gross Settlement. At the Final Approval hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to \$179,481.23 (35% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$32,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Up to \$7,500 to the named Plaintiff as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class. The Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - c. Up to \$15,000 to the Administrator for services administering the Settlement.
 - d. Up to \$40,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in the amounts approved by the Court, the Administrator will distribute the rest of the Gross

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Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to penalties, interest, and other damages (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the money will be deposited with the California Controller’s Unclaimed Property Fund in your name.

If the monies represented by your check are sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [DATE], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [DATE] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal.

Juventino Archila v. Labornow Inc., et al. – Notice of Class Action Settlement

Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and the Class Members will not release any claims against Defendants.

8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Administrator”), to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks in consultation with Class Counsel and counsel for Defendants, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants and the Released Parties (defined below) for wages statutory and civil penalties, damages and liquidated damages, premiums, interest, restitution, injunctive relief, fees and costs, based on the Class Period facts and PAGA penalties based on the PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action, including but not limited to unpaid wages, overtime, missed meal and rest periods, waiting time penalties, wages not timely paid during employment, payroll stub violations, and failure to keep requisite payroll records (“Released Class Claims”). Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees’ PAGA Release. After the Court’s Judgment is final, and Defendants have paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendants and the Released Parties, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are

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Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants and the Released Parties based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All PAGA Members 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 Plaintiff's PAGA notice to the LWDA ("Released PAGA Claims"). These include claims for unpaid wages, overtime, missed meal and rest periods, waiting time penalties, wages not timely paid during employment, payroll stub violations, and failure to keep requisite payroll records. All PAGA Members shall release all claims arising under PAGA regardless of their decision to participate in the Settlement.

11. Released Parties. The Released Parties are Defendants and all related companies, subsidiaries, owners, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors, successors, and assigns.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$10,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until **[DATE]** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

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You need to support your challenges by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of the records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a clear statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Juventino Archila v. Labornow Inc., et al.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [DATE], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 court days before the [DATE] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and a request for Class Counsel's Attorneys Fees and Litigation Costs and Class Representative Service Payment stating (i) the

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amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [LINK](#) or the Court's website [LINK](#).

A Participating Class Member who disagrees with any aspect of the Settlement Agreement, the Motion for Final Approval and/or request for Attorneys' Fees, Litigation Costs, and Class Representative Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [DATE].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Juventino Archila v. Labornow Inc., et al.*, and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing. In the event that you object to the Settlement and your objection is overruled, you will be treated as a Participating Class Member to the Settlement.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [\[DATE\]](#) at [\[TIME\]](#) in Department 38 of the Los Angeles County Superior Court, located at 111 North Hill Street Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defendants' Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via [LINK](#). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [LINK](#) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Settlement Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to telephone or send an email to Class Counsel or the

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Administrator using the contact information listed below. You can also make an appointment to personally review court documents in the Clerk's Office at the Los Angeles County Superior Court. After the Final Approval Hearing, you can view the Final Judgment on the Settlement website [LINK](#).

DO NOT TELEPHONE THE U.S. DISTRICT COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

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10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.