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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY ALAMEDA

CHRISTINA WHITE, as an aggrieved
employee pursuant to the Private Attorneys
General Act (“PAGA”), on behalf of the State of
California and other aggrieved employees,

Plaintiff,

v.

REVOLUTION FOODS, INC., a Delaware
corporation; and DOES 1 through 10, inclusive,

Defendants.

FREDRIC LEE WYNN SR., individually and
on behalf of himself and all others similarly
situated,

Plaintiff,

v.

REVOLUTION FOODS, INC., a Delaware
Corporation, and DOES 1-50, inclusive,

Defendants.

CASE NO. RG21113829; 22SCV012192

**JOINT STIPULATION OF PAGA
SETTLEMENT AND RELEASE**

JOINT STIPULATION OF SETTLEMENT AND RELEASE

This Joint Stipulation of Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Christina White and Fredric Lee Wynn Sr. (“Plaintiffs”), and Defendant Revolution Foods, Inc. (“Defendant”) (collectively with Plaintiffs, the “Parties”).

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Actions” means the White Action and Wynn Actions collectively.

1(a) “White Action” means the *Christina White v. Revolution Foods, Inc.*, Alameda County Superior Court Case Number RG21113829; and

1(b) “Wynn Action” means the *Fredric Lee Wynn Sr. v. Revolution Foods, Inc.*, Alameda County Superior Court Case Number 22SCV012192.

2. “Attorneys’ Fees and Costs” means attorneys’ fees for Plaintiffs’ Counsel’s litigation and resolution of the Action, and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Plaintiffs’ Counsel will request attorneys’ fees not in excess of Thirty-Three and One Third Percent (33 1/3%) of the Gross Settlement Amount, i.e., Three Hundred Thousand Dollars (\$300,000.00) and the reimbursement of costs and expenses associated with Plaintiffs’ Counsel’s litigation and settlement of the Action, up to Twenty Five Thousand Dollars (\$25,000.00), subject to the Court’s approval. Defendant has agreed not to oppose Plaintiffs’ Counsel’s request for fees and reimbursement of costs as set forth above.

3. “Court” means the Alameda Superior Court.

4. “Defendant” means Defendant Revolution Foods, Inc.

5. “Effective Date” means the sixty-first (61st) calendar day after the date of PAGA Approval, provided no appeal, motion to intervene, motion to vacate, or other challenge to the Court’s approval of the Settlement is initiated; or if a timely appeal, motion to intervene, motion to vacate, or other challenge to the Court’s approval of the Settlement is initiated, then the Effective Date will be twenty-one (21) days after the date of final resolution of same (including any requests for vacating,

1 intervention, rehearing and/or petitions for certiorari) resulting in final judicial approval of the
2 Settlement.

3 6. "Gross Settlement Amount" means the Gross Settlement Amount of Nine Hundred
4 Thousand Dollars (\$900,000.00), to be paid by Defendant in full satisfaction of all Released Claims,
5 which includes Attorneys' Fees and Costs, Plaintiff Enhancement Payments, the PAGA Fund, and
6 Settlement Administration Costs. In no event will Defendant be liable for more than the Gross
7 Settlement Amount except as otherwise explicitly set forth herein. There will be no reversion of the
8 Gross Settlement Amount to Defendant.

9 7. "Individual Settlement Payment" means each PAGA Member's respective share of the
10 PAGA Fund, after payment to the Labor and Workforce Development Agency ("LWDA") of 75% of
11 the PAGA Fund.

12 8. "PAGA Fund" means the portion of the Gross Settlement Amount remaining after
13 deducting the Attorneys' Fees and Costs, Plaintiff Enhancement Payments, and Settlement
14 Administration Costs. The PAGA Fund will be distributed to the LWDA and PAGA Members. There
15 will be no reversion of the PAGA Fund to Defendant.

16 9. "PAGA Member List" means a complete list of all PAGA Members that Defendant will
17 diligently and in good faith compile from its records and provide only to the Settlement Administrator
18 within twenty (20) calendar days after Approval of this Settlement. The PAGA Member List will be
19 formatted in Microsoft Office Excel and will include each PAGA Member's full name; most recent
20 mailing address and telephone number; Social Security number; dates of employment; the number of
21 pay periods that each PAGA Member worked during the PAGA Period.

22 10. "PAGA Members" means all persons who worked for Defendant as non-exempt, hourly
23 paid employees in California at any time during the PAGA Period.

24 11. "PAGA Period" means the period from July 20, 2020 through either (i) the date of
25 PAGA Settlement Approval, or (ii) June 17, 2024.

26 12. "PAGA Settlement Approval" means the date on which the Court enters an order
27 granting approval of the Settlement Agreement.

28 13. "Parties" means Plaintiffs and Defendant collectively.

14. "Plaintiff Enhancement Payments" means the amount to be paid to Plaintiffs in recognition of their effort and work in prosecuting the Actions on behalf of PAGA Members, and for their general release of claims and dismissal of any pending actions or arbitrations. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiffs will request Court approval of Plaintiff Enhancement Payments of Ten Thousand Dollars (\$10,000) for each Plaintiff.

15. "Plaintiffs" means Plaintiffs Christina White and Fredric Lee Wynn Sr.

16. "Plaintiffs' Counsel" means Capstone Law APC, and James Hawkins, APLC.

17. "Released Claims" means all claims for civil penalties under the Labor Code Private Attorneys General Act (Labor Code section 2699, *et seq.*) that were alleged or could have been alleged based on the facts and matters pleaded in the operative Complaints in the Actions and Plaintiffs' PAGA letters.

18. "Released Parties" means Defendant Revolution Foods, Inc., its current and former parent, subsidiaries and/or related companies, affiliated and related corporations and other entities, their successors and assigns, and all of its current and former owners, shareholders, directors, officers, partners, principals, managers, members, employees, agents, attorneys, representatives, firms, associations, partnerships, joint ventures, and entities, and their agents, guardians, successors, assigns, heirs, executors, and administrators.

19. "Settlement Administration Costs" means 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, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, 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 shall not exceed Fifteen Thousand Dollars (\$15,000).

20. "Settlement Administrator" means CPT Group, Inc., or any other third-party settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this

1 Settlement. The Parties each represent that they do not have any financial interest in the Settlement
2 Administrator or otherwise have a relationship with the Settlement Administrator that could create a
3 conflict of interest.

4 21. "Settlement Check" means the checks that will be issued to each PAGA Members
5 pursuant to this Agreement.

6 22. "Settlement Cover Letter" means a letter, substantially in the form attached as Exhibit A,
7 and each PAGA Member's Individual Settlement Payment.

8 TERMS OF AGREEMENT

9 The Plaintiffs and Defendant agree as follows:

10 23. Consolidation of Superior Court Actions. The Parties agree to consolidate the Wynn
11 Action into the White Action, with the White Action being the lead case.

12 24. Funding of the Gross Settlement Amount. Defendant will make a one-time deposit of
13 the Gross Settlement Amount of Nine Hundred Thousand Dollars (\$900,000.00) into a Qualified
14 Settlement Account to be established by the Settlement Administrator. After the Effective Date, the
15 Gross Settlement Amount will be used for: (a) Individual Settlement Payments; (b) the LWDA Payment;
16 (c) Attorneys' Fees and Costs; (d) Plaintiff Enhancement Payments; and (e) Settlement Administration
17 Costs. Defendants will deposit the Gross Settlement Amount within twenty-one (21) calendar days of the
18 Effective Date ("Funding Date"). Any obligation by Defendant to pay the Gross Settlement Amount is
19 expressly conditioned on the Court's approval the Settlement, and Plaintiffs dismissing any and all
20 actions or pending arbitrations against Defendant (other than the collective PAGA Action pending in
21 state court), including JAMS Arbitration *White v. Revolution Foods, Inc.*, JAMS Ref. No. 5120000095,
22 Plaintiff's individual PAGA claims in the Actions, and any individual PAGA actions/arbitrations against
23 Defendant.

24 25. Dismissal of Pending Actions/Arbitrations. Within five (5) business days of the Court's
25 Approval of the Settlement, Plaintiffs shall cause to be dismissed with prejudice any and all actions or
26 pending arbitrations against Defendant (other than the collective PAGA Action pending in state court),
27 including JAMS Arbitration *White v. Revolution Foods, Inc.*, JAMS Ref. No. 5120000095, Plaintiff's
28 individual PAGA claims in the Actions, and any individual PAGA actions/arbitrations against

1 Defendant.

2 26. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or
3 motion by Plaintiffs' Counsel for Attorneys' Fees and Costs of not more than Three Hundred Thousand
4 Dollars (\$300,000.00), plus the reimbursement of all out-of-pocket costs and expenses associated with
5 Plaintiffs' Counsel's litigation and settlement of the Action (including expert/consultant fees,
6 investigations costs, etc.), not to exceed Twenty Five Dollars (\$25,000.00), both of which will be paid
7 from the Gross Settlement Amount.

8 27. Settlement Administration Costs. The Settlement Administrator will be paid for the
9 reasonable costs of administration of the Settlement and distribution of payments from the Gross
10 Settlement Amount, which shall not exceed Fifteen Thousand Dollars (\$15,000). These costs, which will
11 be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax reporting on the
12 Individual Settlement Payments, the issuing of IRS Form 1099s, distributing Settlement Cover Letter,
13 calculating and distributing the Gross Settlement Amount, and providing necessary reports and
14 declarations.

15 28. General Release by Plaintiffs. Upon the Funding Date, in addition to the claims being
16 released by all PAGA Members and in exchange for the Plaintiff Enhancement Payments, Plaintiffs will
17 release and forever discharge the Released Parties, to the fullest extent permitted by law, of and from any
18 and all claims, known and unknown, asserted and not asserted, which Plaintiffs have or may have against
19 the Released Parties as of the date of execution of this Settlement Agreement. To the extent the foregoing
20 release is a release to which Section 1542 of the California Civil Code or similar provisions of other
21 applicable law may apply, Plaintiffs expressly waive any and all rights and benefits conferred upon them
22 by the provisions of Section 1542 of the California Civil Code or similar provisions of applicable law
23 which are as follows:

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

PARTY.

29. PAGA Fund. Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Fund will be paid to the LWDA and Twenty-Five Percent (25%) will be paid to PAGA Members in proportion to the number of pay periods worked during the PAGA Period.

30. Notice to the LWDA. The Parties' settlement is expressly conditioned upon the consolidation of the Wynn Action and White Action, and the Court's approval of the Settlement. Plaintiffs shall be responsible for timely providing notice to the LWDA and providing Defendant's counsel confirmation of same, under California Labor Code § 2699(l)(2), and submission of any judgment within ten (10) days after entry of same, under California Labor Code § 2699(l)(3).

31. No Right to Exclusion or Objections by Representative Action Members. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as a Private Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no PAGA Member has the right to exclude himself or herself from the Settlement. PAGA Members will be bound by the terms of the Settlement Agreement, upon its approval by the Court, regardless of whether he or she cashes any payment received as a result of this Settlement. The Parties also agree that no PAGA Member has the right to object to the terms of the Settlement Agreement.

32. PAGA Fund. The entire PAGA Fund will be distributed to the LWDA and PAGA Members. No portion of the PAGA Fund will revert to or be retained by Defendant.

33. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the PAGA Fund based on the number of pay periods a PAGA Member worked during the PAGA Period. All PAGA Members will be credited with at least one pay period during the PAGA Period. Specific calculations of Individual Settlement Payments will be made as follows: Defendants will calculate the total number of pay periods worked by each PAGA Member during the PAGA Period and the aggregate total number of pay periods worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated "Individual Settlement Payment," the Settlement Administrator will use the following formula: The PAGA Member portion of the PAGA Fund (i.e., 25% of the PAGA Fund) will be divided by the aggregate total number of pay periods, resulting in the "PAGA Pay Period Value." Each PAGA Member's "Individual Settlement

1 Payment” will be calculated by multiplying each individual PAGA Member’s total number of pay
2 periods by the PAGA Pay Period Value. The entire PAGA Fund will be disbursed to all PAGA
3 Members.

4 34. Pay Period Assumption. Defendant estimates that there are approximately 37,342 pay
5 periods through the PAGA Period, and the Parties’ Settlement is based on that estimate. If the number of
6 pay periods in the PAGA Period by more than 10% (i.e., in excess of 41,076 pay periods), then the Gross
7 Settlement Amount will be increased proportionately. For example, if the number is 11% higher, the
8 Gross Settlement Amount will be increased by 1%, using a per pay period calculation of \$21.91/pay
9 period (41,076 pay periods / \$900,000.00). In the alternative, the Defendant may elect to shorten the
10 PAGA Period to ensure that there are no more than 41,076 pay periods during the PAGA Period.

11 35. Administration Process. The Parties agree to cooperate in the administration of the
12 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
13 administration of the Settlement.

14 36. Delivery of the PAGA Member List. Within twenty (20) calendar days of Approval,
15 Defendant will provide the PAGA Member List to the Settlement Administrator. The PAGA Member
16 List shall not be shared with Plaintiffs’ Counsel.

17 37. Confirmation of Contact Information in the PAGA Member List. Prior to mailing, the
18 Settlement Administrator will perform a search based on the National Change of Address Database for
19 information to update and correct for any known or identifiable address changes. Any Settlement Cover
20 Letter returned to the Settlement Administrator as non-deliverable will be sent promptly via regular First-
21 Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate
22 the date of such re-mailing on the Settlement Cover Letter. If no forwarding address is provided, the
23 Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or
24 other search using the name, address and/or Social Security number of the PAGA Member involved, and
25 will then perform a single re-mailing.

26 38. Settlement Cover Letter. All PAGA Members will be mailed, at their last known
27 mailing address identified in the PAGA Member List, a Settlement Each PAGA Member’s Individual
28 Settlement Payment will be enclosed with each PAGA Member’s respective Settlement Cover Letter.

1 39. Release of the Released Claims. Upon the Funding Date, and except as to such rights or
2 claims as may be created by this Settlement Agreement, Plaintiffs, PAGA Members, and the LWDA,
3 together and individually, on their behalf and on behalf of their respective heirs, executors,
4 administrators, agents, and attorneys, shall, by operation of the Court's Order approving this settlement,
5 fully and forever release and discharge all of the Released Parties, or any of them, from each of the
6 Released Claims during the PAGA Period.

7 40. Distribution Timing of Individual Settlement Payments. Within twenty (20) calendar
8 days of the Funding Date, the Settlement Administrator will issue payments, enclosed with the
9 Settlement Cover Letter, to: (a) PAGA Members; (b) the LWDA; (c) Plaintiffs; and (d) Plaintiffs'
10 Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services
11 performed in connection with the Settlement.

12 41. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment
13 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for
14 more than one hundred and eighty (180) calendar days after issuance will be tendered to The Justice Gap
15 Fund maintained by The State Bar of California.

16 42. Certification of Completion. Upon completion of administration of the Settlement, the
17 Settlement Administrator will provide a written declaration under oath to certify such completion to
18 counsel for all Parties, and the Court, if necessary.

19 43. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
20 be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

21 44. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
22 will be responsible for issuing to PAGA Members and Plaintiffs' Counsel any 1099, or other tax forms
23 as may be required by law for all amounts paid pursuant to this Settlement.

24 45. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect
25 of the payments called for hereunder, and PAGA Members are not relying on any statement,
26 representation, or calculation by Defendant or by the Settlement Administrator in this regard.

27 46. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
28 OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS

1 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")
2 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND
3 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
4 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR
5 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED
6 OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
7 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
8 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
9 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
10 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
11 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
12 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
13 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO
14 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
15 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
16 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
17 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER
18 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
19 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
20 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
21 AGREEMENT.

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

26 48. Nullification of Settlement Agreement. In the event that (a) the Court, after
27 consolidation, does not finally approve the Settlement as provided herein, or (b) the Court refuses to
28 consolidate the White Action and Wynn Action and the Settlement is not approved by both Courts

1 overseeing the Actions, then this Settlement Agreement, and any documents generated to bring it into
2 effect, will be null and void. Any order or judgment entered by the Court in furtherance of this
3 Settlement Agreement will likewise be treated as void from the beginning.

4 49. Approval Hearing. The Parties recognize in accordance with Labor Code § 2699(1)(2)
5 that Court approval is required in the event of any settlement of a PAGA action. Within ten (10)
6 business days of the full execution of this Agreement, Plaintiffs shall cause the White Action and Wynn
7 Action to be consolidated, and within five (5) business days after consolidation, Plaintiffs shall reserve a
8 hearing on the motion requesting that the Court approve the PAGA Penalties provided for in this
9 Settlement Agreement (“Approval Motion”). The Approval Motion will be filed at least sixteen (16)
10 court days prior to the noticed hearing. Plaintiffs shall provide for review the Approval Motion to
11 Defendant at least seven (7) calendar days prior to filing. The Parties will expeditiously meet and confer
12 in good faith to resolve any disagreements concerning the Approval Motion. The Approval Motion
13 submitted to the Court shall request the entry of an order approving the Settlement Amount provided for
14 in this Settlement. Defendant may file a response to Plaintiffs’ Approval Motion.

15 50. Judgment and Continued Jurisdiction. Upon approval of the Settlement by the Court,
16 the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court
17 will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement
18 of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters
19 as may be appropriate under court rules or as set forth in this Settlement Agreement. A copy of the
20 Judgment will be posted to the Settlement Administrator’s website.

21 51. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
22 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
23 herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

24 52. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
25 entirety of the Parties’ settlement terms. No other prior or contemporaneous written or oral agreements
26 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section
27 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is
28 to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and

1 the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or
2 contradict the terms of this Settlement Agreement.

3 53. Amendment or Modification. No amendment, change, or modification to this Settlement
4 Agreement will be valid unless in writing and signed, either by all the Parties or all their counsel in this
5 Action.

6 54. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
7 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
8 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
9 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
10 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each
11 other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to
12 reach agreement on the form or content of any document needed to implement the Settlement, or on any
13 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
14 may seek the assistance of the Court to resolve such disagreement.

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

17 56. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
18 will be governed by and interpreted according to the laws of the State of California, without regard to its
19 choice of law rules.

20 57. Execution and Counterparts. This Settlement Agreement is subject only to the execution
21 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
22 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned
23 copies of the signature page, will be deemed to be one and the same instrument.

24 58. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
25 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this
26 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account
27 all relevant factors, present and potential. The Parties further acknowledge that they are each represented
28 by competent counsel and that they have had an opportunity to consult with their counsel regarding the

1 fairness and reasonableness of this Settlement.

2 59. Invalidity of Any Provision. Before declaring any provision of this Settlement
3 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
4 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
5 valid and enforceable.

6 60. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that
7 Plaintiffs or Plaintiffs' Counsel may appeal any reduction to the Attorneys' Fees and Costs below the
8 amount they request from the Court, however the settlement will remain effective regardless of the
9 amount of Attorneys' Fees and Costs ultimately awarded.

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

23 62. No Public Comment: The Parties and their counsel agree that they will not issue any
24 press releases, initiate any contact with the press, respond to any press inquiry, or have any
25 communication with the press about the fact, amount or terms of the Settlement.

26 63. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
27 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
28 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

64. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement 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 arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

65. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and Plaintiffs' Counsel warrant and represent that there are no liens on the Settlement Agreement.

66. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to Court approval.

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

68. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement 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.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 5/22/2024

Christina White

PLAINTIFF

Dated: _____

Fredric Lee Wynn Sr.

DocuSigned by:

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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 5/22/2024

Christina White

PLAINTIFF

Dated: 05/24/24

Fredric Lee Wynn Sr.

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DEFENDANT

Dated: June 18, 2024 | 12:11 PM PDT

DocuSigned by:

Dominic Engels
54537DB244864DF
Revolution Foods, Inc.
By Its: CEO, Revolution Foods, PBC

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: _____

By: _____
Raul Perez
Attorneys for Plaintiff Christina White

JAMES HAWKINS, APLC

Dated: _____

By: _____
James Hawkins
Christina Lucio
Attorneys for Plaintiff Fredric Lee Wynn Sr.

GREENBERG TRAURIG, LLP

Dated: 6/18/24

By: 
Mark D. Kemple
Matthew J. Weber
Attorneys for Defendant Revolution Foods, Inc.

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DEFENDANT

Dated: _____

Revolution Foods, Inc.

By Its: _____

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: 5/22/2024

By: _____



Raul Perez

Attorneys for Plaintiff Christina White

JAMES HAWKINS, APLC

Dated: _____

By: _____

James Hawkins

Christina Lucio

Attorneys for Plaintiff Fredric Lee Wynn Sr.

GREENBERG TRAURIG, LLP

Dated: _____

By: _____

Mark D. Kemple

Matthew J. Weber

Attorneys for Defendant Revolution Foods, Inc.

DEFENDANT

Dated: _____

Revolution Foods, Inc.

By Its: _____

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: 5/22/2024

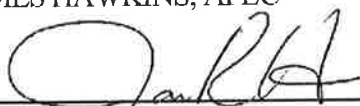
By:  _____

Raul Perez

Attorneys for Plaintiff Christina White

JAMES HAWKINS, APLC

Dated: May 24, 2024

By:  _____

James Hawkins

Christina Lucio

Attorneys for Plaintiff Fredric Lee Wynn Sr.

GREENBERG TRAURIG, LLP

Dated: _____

By: _____

Mark D. Kemple

Matthew J. Weber

Attorneys for Defendant Revolution Foods, Inc.

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EXHIBIT A
(Notice of PAGA Settlement)

1 [Mailing Date]

2 **NOTICE OF SETTLEMENT**

3 *Re: Christina White v. Revolution Foods, Inc.*, Alameda County Superior Court Case Number
4 RG21113829

5 *Fredric Lee Wynn Sr. v. Revolution Foods, Inc.*, Alameda County Superior Court Case Number
6 22SCV012192

6 [Claims Admin Info]

7 Dear Sir or Madam:

8 The enclosed payment is made to you pursuant to a court-approved settlement between Plaintiffs Christina
9 White and Fredric Lee Wynn Sr. ("Plaintiffs"), on behalf of themselves and the people of the State of
10 California and as "aggrieved employees" under the Labor Code Private Attorneys General Act of 2004,
11 section 2698, et seq. ("PAGA"), and Defendant Revolution Foods, Inc. ("Defendant"), in the above-
12 referenced matters (the "Actions") in which Plaintiffs made claims against Defendant.

13 Defendant denies any liability or wrongdoing of any kind and no finding of liability has been made by the
14 court. However, the Parties have reached a settlement, which has been approved by the Court, and whereby
15 all current and former non-exempt California employees employed by Defendant at any time during the
16 PAGA Period ("PAGA Members") will receive a portion of the settlement in exchange for a release of
17 [INSERT FINAL AGREED-UPON RELEASE LANGUAGE]. There is no opportunity to opt-out of
18 this PAGA settlement. The enclosed check represents your portion of the settlement recovery. Your
19 enclosed check is valid for 180 days from the date of issuance. We suggest you cash it promptly. For tax
20 purposes, an IRS Form 1099 will be issued to you for this payment.
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