

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Juana Garcia and Arthur Segovia (“Plaintiffs”) and Defendant UniFirst Corporation (“UniFirst”). The Agreement refers to Plaintiffs and UniFirst collectively as the “Parties,” or individually as “Party.”

DEFINITIONS

1. “Action” means the Second Amended Complaint filed on or about December 2, 2022 by the Plaintiffs that seeks civil penalties and other remedies under the PAGA for alleged wage and hour violations against UniFirst and that is captioned, *Juana Garcia and Arthur Segovia, individually, on behalf of themselves, other aggrieved employees, and the State of California, Plaintiffs, vs. UniFirst Corporation; and DOES 1 through 50, inclusive, Defendants* Case No. 21STCV41324, which is pending in the Superior Court of the State of California, County of Los Angeles.
2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
4. “Court” means the Superior Court of California, County of Los Angeles.
5. “Defendant” means UniFirst Corporation.
6. “Defense Counsel” means Ogletree Deakins.
7. “Effective Date” of this Agreement means the date when both of the following have occurred: (a) the Court issues an order granting approval of the Settlement, and (b) the Court's Judgment approving the PAGA Settlement becomes Final. Final shall mean the latest of: (i) if there is an appeal of the Court's Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court; (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.
8. “Gross Settlement Amount” means \$675,000 which is the total amount

UniFirst agrees to pay under the Settlement except as provided in the “Modification of the Gross Settlement Amount” section herein. The Gross Settlement Amount will be used to pay the Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, the Service Awards, and the Administrator’s Expenses Payment. The Parties agree to allocate 100% of the Gross Settlement Amount to civil penalties, attorneys’ fees, and costs and thus not to wages.

9. “Individual PAGA Payment” means the PAGA Member’s pro rata share of 25% of the PAGA Fund calculated according to the number of Pay Periods the PAGA Member worked during the PAGA Period.
10. “Judgment” means the judgment entered by the Court based upon the Final Approval.
11. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
12. “LWDA PAGA Payment” means the 75% of the PAGA Fund paid to the LWDA under Labor Code section 2699, subd. (i).
13. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: (a) the Service Awards, (b) the PAGA Counsel Fees Payment, (c) the PAGA Counsel Litigation Expenses Payment, and (d) the Administration Expenses Payment. The remaining Net Settlement Amount is the PAGA Fund, which is allocated 75% to the LWDA PAGA Payment and 25% to the is paid to PAGA Members as Individual PAGA Payments.
14. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
15. “PAGA Counsel” means JOSE GARAY, APLC, LAW OFFICE OF DANIEL J. HYUN, and MOON & YANG, APC, the attorneys representing the Plaintiffs in the Action.
16. “PAGA Counsel Fees Payment” is the amount allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees incurred to prosecute the Action.
17. “PAGA Counsel Litigation Expenses Payment” is the amount that the Court approves to be paid to PAGA Counsel for their reasonable, documented expenses subject to proof of costs by PAGA Counsel.

18. "PAGA Fund" is the total amount of the Gross Settlement Amount minus all of the following: (a) the PAGA Counsel Fees Payment, (b) the PAGA Counsel Litigation Expenses Payment, (c) the Service Awards, and (d) the Administration Expenses Payment. The PAGA Fund will be paid as follows: 75% to the LWDA PAGA Payment, and 25% to the Individual PAGA Payments, all in settlement of the PAGA claims.
19. "PAGA Members" means all current and former hourly and non-exempt employees of UniFirst employed in California during the PAGA Period from August 27, 2020 to the earlier of the following dates: (a) the date that the Court grants approval of the Settlement, or (b) November 16, 2022.
20. "PAGA Member Data" means PAGA Member identifying information in UniFirst's possession, including the PAGA Member's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods that apply to each PAGA Member within the PAGA Period.
21. "PAGA Member Address Search" means the Administrator's investigation and search for current PAGA Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with PAGA Members.
22. "PAGA Notices" mean the PAGA Notices filed with the LWDA on August 27, 2021 (by Plaintiff Garcia) and on November 11, 2021 (by Plaintiff Segovia), and on August 29, 2022 (by Plaintiff Garcia) providing notice pursuant to Labor Code section 2699.3, subd.(a).
23. "PAGA Period" means from August 27, 2020 to the earlier of the following dates: (a) the date that the Court grants approval of the Settlement, or (b) November 16, 2022 (the "PAGA Period").
24. "Pay Period" means any Pay Period during the PAGA Period when a PAGA Member worked for UniFirst at any time during the pay period.
25. "Plaintiffs" means the named Plaintiffs in this Action, Juana Garcia and Arthur Segovia.
26. "Released PAGA Claims" means the claims being released by the Plaintiffs and PAGA Counsel and as described in the "Released PAGA Claims" section below.
27. "Released Parties" means the Defendant, UniFirst Corporation, and its past, present and/or future, direct and/or indirect, owners, officers, directors,

members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parents, subsidiaries, affiliates, divisions, predecessors, successors, and assigns.

28. "Service Awards" are the amounts from the Gross Settlement Amount that the Court approves to be paid to the individual Plaintiffs Garcia and Segovia in exchange for a general release of claims against the Released Parties (as defined herein), including a release of unknown claims under Civil Code section 1542. Plaintiffs shall apply for a service award of up to \$10,000.00 each, subject to court approval, and any amount not awarded will be returned to the PAGA Fund.
29. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

RECITALS

30. On August 16, 2022, the Parties participated in a mediation that resulted in this Agreement to settle the Action.
31. Prior to the mediation, UniFirst provided the Plaintiffs a random sample of timekeeping and payroll data of the PAGA Members, as well as the documents reflecting UniFirst's policies and practices related to Plaintiffs' allegations in the Operative Complaint and in the PAGA Notices.
32. The Parties, PAGA Counsel, and Defense Counsel all represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.
33. On August 29, 2022, Plaintiff Juana Garcia filed her Amended PAGA Notice with the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
34. On December 2, 2022 Plaintiffs filed their Second Amended Complaint alleging PAGA claims against UniFirst for alleged wage and hour violations. The Second Amended Complaint is the operative complaint in the Action (the "Operative Complaint.").
35. UniFirst denies the allegations in all of the PAGA Notices and in the Operative Complaint. UniFirst denies any failure to comply with the laws identified in the Notices and in the Operative Complaint, and denies any and all liability for the claims alleged.

MONETARY TERMS

36. Gross Settlement Amount. Except as otherwise provided in the “Modification to Gross Settlement Amount” section herein, UniFirst promises to pay \$675,000, and no more, as the Gross Settlement Amount. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to UniFirst.
37. Modification to Gross Settlement Amount. At the mediation, Defense Counsel represented that the extrapolated amount of total Pay Periods was 51,509 (the “Extrapolated Amount”) for the period from August 27, 2020 to August 16, 2022 (the “Extrapolated Period”). If the Settlement Administrator verifies that the actual number of Pay Periods is more than 10% larger than the Extrapolated Amount over the Extrapolated Period, or more than 56,660 Pay Periods, then UniFirst will pay an additional \$13.10 for each Pay Period above that number. For example, if the total number of verified Pay Periods is 56,670, then UniFirst will pay an additional \$131 to the Gross Settlement Amount.
38. Payments to PAGA Counsel from the Gross Settlement Amount. If approved by the Court, the Administrator will make the following payments to PAGA Counsel from the Gross Settlement Amount: (a) the PAGA Counsel Fees Payment not more than \$270,000 or 40% of the Gross Settlement Amount, and (b) the PAGA Counsel Litigation Expenses Payment of not more than \$25,000.00. UniFirst will not oppose requests by PAGA Counsel for Court approval of these payments. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment that is less than the amounts requested, the Administrator will allocate the remainder to the PAGA Fund. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff’s Counsel arising from any claim to any portion of the PAGA Counsel Fee Payment and/or the PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and the PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment, and holds harmless and indemnifies UniFirst from any dispute or controversy regarding any division or sharing of any of these Payments.
39. To the Administrator: If approved by the Court, the Administrator shall receive an Administrator Expenses Payment not to exceed \$8,000, except for a showing of good cause to the Court for more than this amount. To the extent that the Administration Expenses are less or the Court approves payment of less than \$8,000, then the Administrator will retain the remainder in the PAGA Fund.

40. To the LWDA and PAGA Members: The Administrator shall allocate \$352,000 to the PAGA Fund, with 75% (\$264,000) allocated to the LWDA PAGA Payment, and 25% (\$88,000) allocated to the Individual PAGA Payments.
41. Calculation of the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Members' 25% share of the PAGA Fund by the total number of Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

SETTLEMENT FUNDING AND PAYMENTS

42. PAGA Member Data. Within fifteen (15) days after the Effective Date of this Settlement, UniFirst will deliver the PAGA Member Data (the "Data") to the Administrator in the form of a Microsoft Excel spreadsheet. The Data shall include each PAGA Member's full name, last known address, dates of employment, and the total number of Pay Periods worked for each PAGA Member during the PAGA Period. To protect the privacy rights of PAGA Members, the Administrator must maintain the Data in confidence and use it only for purposes of this Settlement and for no other purpose. The Administrator will restrict access to the Data to Administrator employees who need access to the Data to effect and perform under this Settlement. Data about the PAGA Members will be provided to the Settlement Administrator only, and shall be kept confidential by the Settlement Administrator, except as required to administer the Settlement.
43. Funding of Gross Settlement Amount. UniFirst shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.
44. Payments from the Gross Settlement Amount. Within 14 days after UniFirst funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Service Awards, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursements to PAGA Counsel shall not precede disbursement of Individual PAGA Payments.
45. The Administrator will issue checks for the Individual PAGA Payments and send them to the 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 Administrator

will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

46. The Administrator must conduct a PAGA Member Address Search for all PAGA Members whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided, or to an address ascertained through the PAGA Member Address Search. The Administrator need not take further steps to deliver checks to PAGA Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any PAGA Member whose original check was lost or misplaced, as requested by the PAGA Member prior to the void date.
47. For any PAGA Member whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the PAGA Member.
48. The payment of Individual PAGA Payments shall not obligate UniFirst to confer any additional benefits or make any additional payments to the PAGA Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

RELEASES OF CLAIMS

49. Plaintiffs' Releases. Effective on the date when UniFirst fully funds the entire Gross Settlement Amount, Plaintiff Garcia and Plaintiff Segovia -- and their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns -- generally release and discharge UniFirst and the Released Parties from all claims, transactions, or occurrences to the fullest extent such claims are releasable under the law, including, but not limited to, all claim that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and in the PAGA Notices ("Plaintiff's Release"). Each of the Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them. For purposes of Plaintiffs 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.

Plaintiffs may later discover claims or facts in addition to, or different from, those which they now know or believe to exist, but Plaintiffs expressly agree to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist on behalf of or against the other at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiffs' employment with UniFirst.

50. Release by PAGA Members: Effective on the date when UniFirst fully funds the entire Gross Settlement Amount, Plaintiffs, as representatives of the State of California and on behalf of the Labor & Workforce Development Agency (LWDA) and the PAGA Members, fully and finally release the Released Parties from all claims seeking civil penalties and other relief under the PAGA that are alleged in, or that could have been alleged based on the facts alleged in, the Action including, without limitation, the following claims to the fullest extent such claims are releasable by law:

a. All PAGA claims for civil penalties and other relief under the PAGA for failure to provide compliant meal periods and to pay premium wages.

b. All PAGA claims for civil penalties for failure to provide compliant rest periods and to pay premium wages.

c. All PAGA claims for civil penalties for failure to pay overtime wages, including, without limitation, all claims for the omission of any kind of remuneration when calculating an employee's regular rate of pay for overtime, meal and rest break premiums, paid sick leave, and vacation pay, as well as all claims of off the clock work, including, without limitation, pre and post shift work, and for Covid-19 vaccinations and Covid-19 health screenings, and all claims of improper rounding of time worked and meal breaks.

d. All PAGA claims for civil penalties for failure to pay minimum wages, including for off the clock work, including, without limitation, pre and post shift work, and for Covid-19 vaccinations and Covid-19 health screenings, and all claims of improper rounding of time worked.

e. All PAGA claims for civil penalties for failure to provide complete and accurate wage statements, including, without limitations, for violations of any and all of subparts (1)-(9) of Labor Code section 226(a), and claims alleging that wage statements lacked accurate information on meal and rest break premium wage payments, paid sick leave, and Covid related pay for vaccine

time and health screenings.

f. All PAGA claims for civil penalties for failure to maintain employment records, including, without limitation, timekeeping and payroll records.

g. All PAGA claims for civil penalties for failure to timely pay all final wages, including, without limitation, minimum and overtime wages earned, meal and rest break premium wages, paid sick leave, and vacation pay.

h. All PAGA claims for civil penalties for failure to timely pay all wages during employment, including, without limitation, minimum and overtime wages earned, meal and rest break premium wages, paid sick leave, and vacation pay.

i. All PAGA claims for civil penalties for the failure to reimburse employees for all necessary business-related expenses and costs, including, without limitation, costs allegedly incurred to launder uniforms, purchase masks, purchase personal protective equipment (PPEs), and for personal cell phone use for work purposes.

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

STIPULATION OR MOTION FOR APPROVAL OF SETTLEMENT

52. PAGA Counsel responsibilities to secure approval. PAGA Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to the Administrator’s willingness to serve; its competency; its operative procedures for protecting the security of PAGA Member Data; the amounts of insurance coverage provided for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with PAGA Members or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a draft stipulation requesting that the Court grant approval of the Settlement; and (v) all facts relevant to any actual or potential conflict of interest with PAGA Members

and/or the Administrator. In the Declaration, PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

53. Joint Responsibilities of Defense and PAGA Counsel. PAGA Counsel is responsible for drafting the Stipulation and Proposed Order for Approval of this Settlement, subject to Defendant's approval, and filing the Stipulation and Proposed Order within five (5) court days after filing the Second Amended Complaint. If the Stipulation and Proposed Order is rejected and a Motion for Approval is required by the Court, PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval to the Administrator.
54. Duty to Cooperate. If the Joint Stipulation is denied or the Parties disagree on any aspect of the proposed motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

SETTLEMENT ADMINISTRATION

55. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, agree to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
56. Employer Identification Number. The 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.
57. 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.

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

CONTINUING JURISDICTION OF THE COURT

59. The Parties agree that, after entry of Judgment, pursuant to California Code of Civil Procedure § 664.6, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
60. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, Service Awards Payment, Expenses Payment, PAGA Fund Payment, the Parties, their respective counsel, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

ADDITIONAL PROVISIONS.

61. No Publicity. Prior to approval, the Parties agree not to disclose the terms of this Settlement except in court papers filed to obtain approval. Before or after approval, Plaintiffs and PAGA Counsel shall not issue a press release, hold a press conference, publish information about the Settlement, or otherwise publicize the Settlement. However, PAGA Counsel may (in future declarations submitted in court) refer to the fact that this matter settled on a representative action basis for the purpose of detailing the experience of counsel. Plaintiffs and their Counsel agree not to respond to any media inquiries except to refer reporters to the papers filed with the court.
62. Representation. PAGA Counsel represents that other than this Action, they do not represent any other current or former employees of UniFirst in connection with any actual or planned claims, charges, or complaints against UniFirst.
63. Subsequent Mediation. If this Settlement is not approved by the Court, the Parties agree to attend mediation again in an effort to reach a settlement that will gain Court approval.
64. No Admission of Liability or Representative Manageability for Other

Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by UniFirst that any of the allegations in the Operative Complaint or in the PAGA Notices have merit or that UniFirst has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that UniFirst's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, UniFirst reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest UniFirst's defenses. This Settlement Agreement and the 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).

65. 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.
66. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and UniFirst, 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.
67. 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 and/or 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 a mediator and/or the Court for resolution.
68. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
69. No Tax Advice. Neither Plaintiff, PAGA Counsel, UniFirst 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.

70. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
71. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
72. 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.
73. 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.
74. 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.
75. Use and Return of PAGA Member Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by UniFirst in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of PAGA Member Data received from UniFirst unless, prior to the Administrator's payment of all Settlement Funds, UniFirst makes a written request to PAGA Counsel for the return, rather than the destructions, of PAGA Member Data.
76. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
77. 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

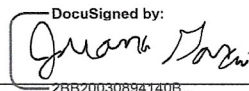
deadline shall be on the first business day thereafter.

78. 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: Jose Garay, JOSE GARAY, APLC, 249 E. Ocean Blvd. #814, Long Beach, CA 90802; Daniel Hyun, LAW OFFICE OF DANIEL J. HYUN, 1100 W. Town & Country Rd., Ste. 1250, Orange, California 92868; and Allen Feghali, MOON & YANG, APC, 1055 W. Seventh St., Suite 1880 Los Angeles, California 90017

To UniFirst: Michael J. Nader, Ogletree Deakins, 500 Capitol Mall, Suite 2500, Sacramento, CA 95814.

79. 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.
80. 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.

DocuSigned by:

ZBB20030894140B

Plaintiff Juana Garcia

12/8/2022

Date

Plaintiff Arthur Segovia

Date

By: _____
Defendant UniFirst Corporation

Date

Approved as to form:



Jose Garay, APLC
Counsel for Plaintiff Juana Garcia



Law Office of Daniel J. Hyun
Counsel for Plaintiff Juana Garcia

December 8, 2022

Date

December 8, 2022

Date

Moon & Yang, APC
Kane Moon
Allen Feghali
Enzo Nabiev
Counsel for Plaintiff Arthur Segovia

Date

Ogletree Deakins
Michael J. Nader
Jared L. Palmer
Heidi G. Kim
Counsel for UniFirst Corporation

Date

deadline shall be on the first business day thereafter.

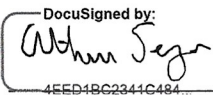
78. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Jose Garay, JOSE GARAY, APLC, 249 E. Ocean Blvd. #814, Long Beach, CA 90802; Daniel Hyun, LAW OFFICE OF DANIEL J. HYUN, 1100 W. Town & Country Rd., Ste. 1250, Orange, California 92868; and Allen Feghali, MOON & YANG, APC, 1055 W. Seventh St., Suite 1880 Los Angeles, California 90017

To UniFirst: Michael J. Nader, Ogletree Deakins, 500 Capitol Mall, Suite 2500, Sacramento, CA 95814.

79. 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.
80. 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.

Plaintiff Juana Garcia

DocuSigned by:

4EED1BC2341C484

Plaintiff Arthur Segovia

Date

12/9/2022

Date

By: _____
Defendant UniFirst Corporation

Date

Approved as to form:

Jose Garay, APLC
Counsel for Plaintiff Juana Garcia

Date

Law Office of Daniel J. Hyun
Counsel for Plaintiff Juana Garcia

Date



Moon & Yang, APC
Kane Moon
Allen Feghali
Enzo Nabiev
Counsel for Plaintiff Arthur Segovia

12/09/2022

Date

Ogletree Deakins
Michael J. Nader
Jared L. Palmer
Heidi G. Kim
Counsel for UniFirst Corporation

Date

deadline shall be on the first business day thereafter.

78. 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: Jose Garay, JOSE GARAY, APLC, 249 E. Ocean Blvd. #814, Long Beach, CA 90802; Daniel Hyun, LAW OFFICE OF DANIEL J. HYUN, 1100 W. Town & Country Rd., Ste. 1250, Orange, California 92868; and Allen Feghali, MOON & YANG, APC, 1055 W. Seventh St., Suite 1880 Los Angeles, California 90017

To UniFirst: Michael J. Nader, Ogletree Deakins, 500 Capitol Mall, Suite 2500, Sacramento, CA 95814.

79. 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.
80. 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.

Plaintiff Juana Garcia

Date

Plaintiff Arthur Segovia

Date

DocuSigned by:
Michael Patrick
EF0146FEA55A4C6...
By: VP Legal
Defendant UniFirst Corporation

12/9/2022

Date

Approved as to form:

Jose Garay, APLC
Counsel for Plaintiff Juana Garcia

Date

Law Office of Daniel J. Hyun
Counsel for Plaintiff Juana Garcia

Date

Moon & Yang, APC
Kane Moon
Allen Feghali
Enzo Nabiev
Counsel for Plaintiff Arthur Segovia

Date



Ogletree Deakins
Michael J. Nader
Jared L. Palmer
Heidi G. Kim
Counsel for UniFirst Corporation

December 9, 2022

Date