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County of Stanislaus
Hugh K. Swift
Clerk of the Court
By: Omar Fernandez, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF STANISLAUS

ERIC ROMAN, as an individual and on behalf of all others similarly situated, Plaintiff, vs. SUNOPTA GRAINS AND FOODS INC., a Minnesota corporation; and DOES 1 through 50, inclusive, Defendants.	Case No.: CV-21-005589 [Assigned to the Hon. Clifford Tong, Dept. 23] **DECLARATION OF MAX W. GAVRON IN SUPPORT OF PLAINTIFF'S MOTION TO APPROVE SETTLEMENT AGREEMENT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT** Date: September 1, 2026 Time: 8:30 a.m. Dept.: 23 Action Filed: October 12, 2021 Trial Date: N/A

DECLARATION OF MAX W. GAVRON

I, Max W. Gavron, declare as follows:

1. I am an attorney at law, duly licensed to practice before all Courts in the State of California, and am with the law firm Diversity Law Group, counsel of record for Plaintiff Eric Roman ("Plaintiff"). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

CASE SUMMARY

2. On or about September 24, 2021, Plaintiff submitted written notice under Labor Code § 2699.3 to the California Labor and Workforce Development Agency ("LWDA") and Defendant SunOpta Grains and Foods Inc. ("Defendant"). As set forth in the notice, Plaintiff alleged that Defendant violated California Labor Code §§ 201, 202, 203, 204, 212, 213, 226, 226.7, 246, and 512, based on the theories alleged above.

3. On October 12, 2021, Plaintiff filed a complaint in the Superior Court of California, County of Stanislaus, alleging causes of action for: (1) violation of Labor Code § 226.7; (2) violation of Labor Code §§ 201, 202, and 203; (3) violation of Labor Code § 226; and (4) violation of Business and Professions Code § 17200, *et seq.* (the "Action").

4. On December 22, 2021, Plaintiff filed his First Amended Complaint, adding a fifth cause of action for violation of the Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2698, *et seq.* The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint.").

5. On September 7, 2022, Defendant moved to compel Plaintiff's PAGA cause of action to individual arbitration and dismiss the class claims. Plaintiff's class claims were subsequently dismissed pursuant to a class waiver in the Parties' arbitration agreement, Plaintiff's individual PAGA claims were compelled to arbitration, and Plaintiff's representative PAGA claims were stayed pending the outcome of the arbitration proceedings.

6. On August 22, 2022, Plaintiff filed a Demand for Arbitration of his individual PAGA claims with JAMS. The Parties engaged in further proceedings before JAMS, including the exchange of written discovery.

7. On or about June 20, 2024, Plaintiff filed a notice of withdrawal of his claims from arbitration pursuant to Code of Civil Procedure Section 1281.98. The trial court granted Plaintiff's motion on August 15, 2024.

8. On September 30, 2024, Defendant filed an appeal of the order granting Plaintiff's motion for withdrawal of claims in arbitration.

MEDIATION

9. In about February 2024, the Parties agreed to participate in mediation with Daniel J. Turner, Esq. of Judicate West. The Parties also agreed to conduct informal discovery to facilitate effective mediation. As part of informal discovery, Defendant provided Plaintiff with the number of aggrieved employees, the number of pay periods at issue, sample time and payroll records, and relevant payroll policies. The data provided by Defendant allowed Plaintiff to analyze liability and calculate Defendant's potential exposure.

10. The Parties participated in mediation with Mr. Turner on February 27, 2024. Despite vigorous arm's length negotiations, the Parties were unable to reach an agreement and continued arbitration proceedings.

11. After further litigation in the trial and appellate courts, the Parties agreed to re-engage in settlement discussions.

12. On February 25, 2025, Parties participated in a mediation with Ari Stiller, Esq. through the Court's mediation program. During the mediation, the Parties spoke at length about the strengths and weaknesses of each side's claims and defenses and the scope of Defendant's liability. Through continued negotiations, the Parties were able to reach the current settlement. . Plaintiff also negotiated an individual confidential settlement regarding Plaintiff's individual Labor Code claims that he asserted in arbitration.

THE CLAIMS

13. Plaintiff asserts claims against Defendant under the PAGA based on Defendant's failure to provide proper rest periods or pay premiums in lieu thereof, failure to pay overtime wages at the correct regular rate of pay, failure to provide accurate itemized wage statements, issuance of final wages in the form of a paycard without written authorization, and failure to pay

all wages due and owing upon separation of employment.

14. With respect to Plaintiff's claims under Labor Code §§ 201, 202, 203, 204, 226.7, and 512, Plaintiff alleges that employees were required to remain on work premises and respond to calls on company-issued radios during rest breaks. Moreover, employees were not paid rest period premium compensation at the regular rate of pay in lieu of receiving proper rest breaks.

15. With respect to Plaintiff's claims under Labor Code §§ 201, 202, 203, 204, 226.7, and 246, Plaintiff alleges that Defendant failed to pay rest break premiums and sick pay at the regular rate of pay, incorporating all non-discretionary pay into the calculation of the hourly rate.

16. With respect to Plaintiff's claims under Labor Code §§ 201, 202, 2023, 212, and 213, Plaintiff alleges that Defendant issued payment of final wages to Plaintiff via a paycard without written authorization. Said paycard was not fully cashable and included fees with use, and as such, Plaintiff did not receive all final wages owed to her.

17. As a result of the above, Plaintiff alleges that the wage statements provided failed to display accurate gross and net wages earned and accurate hourly rates of pay.

SUMMARY OF THE PROPOSED SETTLEMENT

18. The Parties memorialized the terms of their settlement in the PAGA Settlement Agreement ("Agreement"). A true and correct copy of the Agreement is attached hereto as **Exhibit A**.

19. As set forth in the Agreement, the aggrieved employees affected by this settlement include "all current and former non-exempt California employees of Defendant from September 24, 2020, through December 31, 2025" ("Allegedly Aggrieved Employees"). Agreement ¶ 1.4.

20. The PAGA Period in this matter is the period from September 24, 2020, through December 31, 2025. *Id.* ¶ 1.21. Based upon Defendant's records, Defendant represents that there are approximately 388 Allegedly Aggrieved Employees and approximately 19,837 pay periods at issue through November 30, 2025. *Id.* ¶¶ 4.1, 8.

21. Should the number of pay periods worked by Allegedly Aggrieved Employees increase beyond five percent (5%) during the period of November 30, 2025, through December

31, 2025, then Defendant may elect to either: (a) increase the Gross Settlement Amount on a *pro rata* basis equal to the percentage increase in the number of pay periods worked by the Allegedly Aggrieved Employees above 5% (*e.g*., if the number of pay periods increases by 6%, the Gross Settlement Amount will increase by 1%), or (b) shorten the release period to an earlier date at which only 19,837 pay periods plus an additional 992 pay periods are covered by the PAGA Period (*i.e.*, the date on which the PAGA Pay Periods are equal to 20,829). Agreement ¶ 4.1. As of the date of this filing, Defendant has confirmed that the number of employees and/or pay periods provided for purposes of negotiating the settlement have not changed.

22. The Agreement requires Defendant to pay the amount of Three Hundred Forty Thousand Dollars ($340,000.00) (the "Gross Settlement Amount") for the resolution of this Action. Agreement ¶ 1.12. The balance of the Gross Settlement Amount remaining after deduction of the Court-approved PAGA Representative Enhancement Award, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment, will be available for distribution to the LWDA and Allegedly Aggrieved Employees. *Id*. ¶ 3.2.

23. Pursuant to the PAGA, seventy-five percent (75%) of the PAGA Penalties, or approximately $187,500.00, will be paid to the LWDA. Agreement ¶ 3.2.4. The remaining twenty-five percent (25%), or approximately $46,875.00, will be distributed to Allegedly Aggrieved Employees as Individual PAGA Payments, based on the number of pay periods each individual Allegedly Aggrieved Employee worked during the PAGA Period. *Id.* ¶¶ 3.2.4, 3.2.4.1. The distribution to the LWDA and Aggrieved Employees will actually likely be $143,501.54 and $47,833.85 respectively, based on the costs actually incurred and sought by counsel as reimbursement, as opposed to the maximums allocated in the Agreement.

24. Based on the number of Allegedly Aggrieved Employees, employees will be entitled to recover, on average, approximately **$120.81** each. The amount each particular Allegedly Aggrieved Employee will be entitled to recover may be greater or lower than this average depending on the number of pay periods he or she worked during the PAGA Period. This is fair, as it directly allocates greater penalties to individual Allegedly Aggrieved

Employees who were employed longer and thus allegedly suffered greater harm.

25. Attached hereto as **Exhibit B** is the PAGA settlement notice that will be sent to Allegedly Aggrieved Employees along with their settlement check.

ANALYSIS OF POTENTIAL EXPOSURE

26. Plaintiff asserts that his representative PAGA claim is based on the allegations that Defendant failed to provide off-duty rest breaks or pay rest period premium compensation, failed to pay employees sick pay at the correct regular rate of pay, failed to provide accurate itemized wage statements, issued payment of final wages to employees in the form of a pay card, and failed to pay final wages in a timely manner to separated employees.

27. Defendant has denied violation of any applicable laws and liability for any claims asserted in the Action. Defendant has argued, among other things, that it maintained facially compliant wage and hour policies that precluded any recovery by Plaintiff. For example, Defendant argued that because it maintained and enforced legally compliant written policies, which satisfied *Brinker*, that any failure to provide a legally compliant rest period by employees was isolated and/or infrequent. *See Brinker Rest. Corp. v. Superior Ct.*, 53 Cal. 4th 1004, 1040, 273 P.3d 513, 537 (2012) ("On the other hand, the employer is not obligated to police meal breaks and ensure no work thereafter is performed."). In contrast, Plaintiff argued that employees were often interrupted during their breaks and/or not permitted to take them within the time constraints provided by law and that they were often required to respond to communication devices during their breaks.

28. With regard to Plaintiff's sick pay theory of liability, Defendant argued that, even if successful, any exposure on this claim would be limited given the small number of pay periods during which an employee earned sick pay wages and non-discretionary remuneration.

29. Finally, Plaintiff's derivative failure to pay final wages and wage statement claims would be subject to a good faith defense, which could potentially extinguish the possibility of these penalties altogether. *Hill v. Walmart, Inc.*, 32 F. 4th 811 (9th Cir. 2022) (upholding good faith defense because defendant reasonably believed wages were not due and owing at time of separation of employment); *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1087 (2024)

(upholding good faith defense to imposition of Section 226 penalties).

30. Moreover, Defendant argued that even if the Court ultimately found its employment practices violative of the Labor Code, the Court has discretion under PAGA to reduce the maximum allowable PAGA penalties at its discretion. Defendant may have sought summary judgment on this issue or proceeded to trial. Should Defendant have prevailed, the State of California and aggrieved employees would have been left with even less of a recovery. Even if Plaintiff prevailed at trial, Defendant could have appealed, which would have continued litigation in this action for several additional years, thus depriving the State and aggrieved employees of any recovery for the foreseeable future.

31. Defendant has represented that there are approximately 388 individuals who comprise the Allegedly Aggrieved Employees and approximately 19,837 pay periods at issue during the period of September 24, 2020, through November 30, 2025. Agreement ¶¶ 8, 4.1. Based on the data provided by Defendant, Plaintiff has calculated the reasonable maximum exposure for all PAGA claims to range between $1,983,700 if the Court were to award a $100 penalty for each pay period encompassed by the proposed settlement, or more if the Court were to "stack" multiple penalties for violations that occurred during the same pay period.

32. However, even if Plaintiff was to prevail on the merits of the PAGA claim, the potential recovery is uncertain. Pursuant to Labor Code § 2699(f)(2), the Court can decline to award the full amount of PAGA penalties where "if, based on the facts and circumstances of the particular case, to do otherwise, would result in an award that is unjust, arbitrary and oppressive, or confiscatory."

33. Indeed, as shown in the Court of Appeal's decision in *Carrington v. Starbucks Corp.* (2018) 30 Cal. App. 5th 504, 517, while the plaintiff prevailed on his PAGA claim upon trial, the trial court reduced the maximum PAGA penalty amount by 90%, citing the employer's good faith attempt at complying with the law. Upon review, the Court of Appeal found such reduction to be proper. *Id*. at p. 539; *see O'Connor*, 2016 WL 4398271, at p. *17 (noting that even if PAGA penalties amounted to $1 billion, such award "could well be reduced, as a court may reduce the penalty when to do otherwise would result in an award that is unjust, arbitrary

and oppressive, or confiscatory").

34. Here, Plaintiff maintains that there does not exist any reason for reducing PAGA penalties. However, Plaintiff is aware that Defendant could make a compelling argument to the contrary. Even if there were a finding of liability, Defendant has argued that these violations were not intentional violations of the law and did not occur during every pay period or apply to all employees. As such, the Court may be disinclined to award full PAGA penalties. On this basis, the Court again may find there is reason to significantly reduce the PAGA penalties awarded. If the Court were to reduce the PAGA penalties, as was done in *Carrington*, the realistic exposure would be approximately $198,370.00.

35. The Court's assessment of the proposed settlement must take into account that any penalties awarded may be subject to substantial reduction. When this is considered, in conjunction with the history of PAGA case law and settlements, and the fact that Plaintiff may recover nothing, the proposed settlement is patently reasonable. Settlement for this reduced value allows for the distribution of penalties in an amount which accounts for the risk of continued litigation, and Defendant's likely arguments that higher penalties would have been confiscatory. It also sufficiently deters Defendant from engaging in similar conduct in the future, which is one of the primary goals of PAGA.

36. The proposed settlement exceeds PAGA settlements that courts have approved in other cases, when considered as a percentage of the overall settlement value of the case. If the Court were to award $100 per pay period encompassed by the settlement, the proposed settlement amounts to approximately 17.5% of the potential maximum of PAGA penalties, which exceeds other PAGA settlements approved by courts — including those that provide for less than the one percent allocation to PAGA penalties. *See, e.g.*, *Hopson v. Hanesbrands Inc*. (N.D. Cal. 2009) 2009 WL 928133, p. *9 (approving total PAGA allocation that was 0.49% of $408,420.32 gross settlement; *Moore v. PetSmart, Inc.* (N.D. Cal. 2015) 2015 WL 5439000, p. *8 (approving total PAGA allocation that was 0.5% of $10,000,000 gross settlement); *Lusby v. Gamestop Inc*. (N.D. Cal. 2013) 97 F.R.D. 400, 407 (approving total PAGA allocation that was 0.67% of $750,000 gross settlement). If the Court were to stack multiple penalties per pay

period, then the percentage would be lower; however, still within a reasonable range of settlement.

37. I strongly believe that Plaintiff can prevail at trial. However, after taking into account sharply disputed factual and legal issues involved in this litigation, the risks attending further prosecution, including the still-developing law under PAGA, and the substantial benefits to be received pursuant to the compromise and settlement of the litigation, as well as the possibility of further appeals, I have concluded that settlement on the terms set forth in the Agreement is appropriate and in the best interests of Plaintiff and the Allegedly Aggrieved Employees.

38. The Parties have agreed to pay actual costs of administration, which will not exceed $8,500.00, to the Administrator, Phoenix Settlement Administrators, to administer this settlement. The Parties believe that the administration fee is reasonable and should be approved.

ATTORNEY EXPERIENCE

39. From the inception of the case, PAGA Counsel have zealously represented the interests of the Allegedly Aggrieved Employees. The settlement was obtained for the benefit of the Allegedly Aggrieved Employees, as opposed to the individual Plaintiff.

40. I am one of the primary attorneys on this matter. My qualifications are as follows: I received a full-tuition scholarship, and graduated from Southwestern Law School in 2013, *magna cum laude*. I was in the top 5% of my class. During my time at Southwestern, I was a Notes and Comments Editor on the Southwestern Law Review. I also received awards for achieving the highest grade in my class in several courses. In 2012, I was a full-time extern, at the United States District Court for the Central District. Immediately after law school, I taught several courses at Southwestern, including Principles of Legal Analysis and Legal Methods. I taught those courses for approximately four years.

41. I practiced civil litigation at Haight Brown & Bonesteel LLP from approximately September 2013, through January 2016. I was third-chair in a federal court jury trial that resulted in a defense verdict in our client's favor on a $21 million commercial breach of contract dispute. I also regularly litigated cases across the civil litigation spectrum, including employment matters.

42. From February 2016, through Fall 2017, I practiced at the international law firm of Arnold & Porter, which had recently merged with Kaye Scholer, LLP. I defended Fortune 50 companies in Multi-District Litigation primarily in the product liability sphere. I also successfully drafted an appellate brief in the Ninth Circuit resulting in the reversal of a summary judgment decision regarding trade secret issues, in addition to working in several other practice groups. *See Experian Info. Solutions v. Nationwide Marketing Servs. Inc.*, 893 F.3d 1176 (9th Cir. 2018).

43. From September 2017, through September 2018, I served as a law clerk to a Judge sitting on the United States District Court, Central District of California. I regularly prepared bench memoranda, on cases involving all types of civil litigation, including regularly working on wage and hour class actions.

44. I am currently an attorney at the law firm of Diversity Law Group, P.C., an employment law firm that has handled numerous wage and hour class and individual actions, on both plaintiff and defense sides. My current practice focuses on employment matters involving both class actions, and single plaintiffs. The firm currently has cases in courts throughout the State of California, including but not limited to the Los Angeles Superior Court, Orange County Superior Court, San Diego County Superior Courts, Santa Clara County Superior Court, and the United States District Courts for the Central, Northern, and Eastern Districts of California.

45. I am currently handling, or have handled, numerous wage and hour class action lawsuits with the firm, including, but not limited to: *Agar v. Sensient Natural Ingredients, LLC* (Case No. CV-19-001906, Stanislaus County Superior Court); *Heredia v. Eddie Bauer LLC* (Case No. 16CV300475, United States District Court, Northern District of California); *Martin v. Streetplus Company, LLC* (Case No. 19STCV15522, Los Angeles County Superior Court); *Parsons v. Estenson Logistics, LLC* (Case No. 34-2019-00252929, Sacramento County Superior Court), *Pevey v. Lumber City Corp*. (Case No. CIVDS2010240, San Bernardino County Superior Court), and *Weybrew v. BEI Construction, Inc.* (Case No. FCS055658, Solano County Superior Court), among many others.

46. On June 14, 2019, I argued two related cases in front of the Ninth Circuit Court of

Appeals. One of them was *Rodriguez v Nike Retail Service Inc.*, Case No. 17-16866. On June 28, 2019, the Ninth Circuit issued a published decision, reversing and remanding in favor of our clients. *Rodriguez v. Nike Retail Servs., Inc.*, 928 F.3d 810 (9th Cir. 2019).

47. I have also assisted the firm in numerous wage and hour class action mediations.

48. I believe that an attorneys' fees award of 35% of the common fund is in line with the authority considered by courts in awarding attorneys' fees in cases like these. Plaintiff's counsel took this litigation on a contingency basis with the risk of not recovering anything, yet provided an outstanding result to the State and aggrieved employees. Accordingly, I request that the Court award attorneys' fees totaling $119,000.00, or 35% of the common fund, as provided in the Agreement.

LITIGATION COSTS

49. To date, my office has incurred $11,164.61 in costs. The costs are all litigation-related costs, including filing fees, service of process costs, postage fees, mediation costs, and other litigation expenses. Attached hereto as **Exhibit C** is a copy of the costs my firm has incurred in connection with the prosecution of this lawsuit.

NOTICE TO THE LWDA

50. Concurrently with the filing of the Motion to Approve PAGA Settlement, my office uploaded the Motion, Agreement, and proposed order to the LWDA's website.

51. My office will also submit a copy of the Court's judgment and order approving the Agreement within ten (10) days after entry of judgment or order.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 9th day of June 2026, at Los Angeles, California.

Max W. Gavron

EXHIBIT A

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Eric Roman ("Plaintiff") and defendant SunOpta Grains and Foods, Inc. ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means the Plaintiff's lawsuit alleging wage and hour violations against Defendant captioned *Eric Roman v. SunOpta Grains and Foods, Inc*., Case No. CV-21-005589, initiated on October 12, 2021, and pending in Superior Court of the State of California, County of Stanislaus.

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

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

1.4 "Allegedly Aggrieved Employee" means all current and former non-exempt California employees of Defendant from September 24, 2020, through December 31, 2025 ("PAGA Period").

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

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

1.7 "Agreement" means this Private Attorneys General Act Settlement Agreement and Release.

1.8 "Court" means the Superior Court of California, County of Stanislaus.

1.9 "Defendant" means named Defendant SunOpta Grains and Foods, Inc.

1.10 "Defense Counsel" means Amber Healy of Buchalter, LLP.

1.11 "Effective Date" means the date by when both of the following have occurred (i) this Settlement has been executed by all Parties and by counsel for Plaintiff and Defendant; (ii) the Court approves the Settlement and enters a Judgment on its Order approving the PAGA settlement; and (iii) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) when the period for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; or (b) any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (c) any appeal, writ or other appellate proceeding has upheld the Court's final order with no right to pursue further remedies or relief. In the event there is a timely filed motion to set aside judgment or to intervene, the expiration of the period for filing any appeal, writ, or other appellate proceeding opposing the Settlement will be based on the later of the Court's entry of order on any such motion or entry of final order and judgment approving this Settlement. It is the intention of the Parties that the Settlement shall not become effective until the Court's order approving the Settlement is completely final, and there is no further recourse by an appellant or objector who seeks to contest the Settlement.

1.12 "Gross Settlement Amount" means Three Hundred Forty Thousand Dollars and Zero Cents ($340,000.00) which is the total amount Defendant agrees to pay under the settlement except as provided in Paragraph 4.1 below. The Gross Settlement Amount paid by Defendant will be used to pay individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.13 "Individual PAGA Payment" means the Allegedly Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of pay periods worked during the PAGA Period.

1.14 "Judgment" or "Final Order" means the judgment entered by the Court based upon the Final Approval.

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

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

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

1.18 "PAGA Counsel" means Diversity Law Group APC.

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

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

1.21 "PAGA Period" means the period from September 24, 2020, through December 31, 2025.

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

1.23 "PAGA Notice" means Plaintiff's September 24, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a) and any amended notices thereto.

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

1.25 "Plaintiff" means Eric Roman, the named plaintiff in the Action.

1.26 "Approval Order" means the Court Order Granting Approval of this PAGA Settlement.

1.27 "Released PAGA Claims" means all claims for civil penalties under the Private Attorneys' General Act ("PAGA") alleged in the operative complaint premised on Labor Code §§ 201, 202, 203, 204, 212, 213, 226, 226.7, 246, and 512, as well as all claims that could have reasonably been pled arising out of the same operative facts.

1.28 "Released Parties" means: Defendant and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, agents, parents, subsidiaries, and affiliates.

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

2. <u>RECITALS</u>.

2.1 On October 12, 2021, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) Violation of Labor Code section 226.7; (2) Violation of Labor Code sections 201, 202, and 203; (3) Violation of Labor Code section 226; and (4) Violation of Business & Professions Code section 17200, *et seq.* On December 22, 2021, Plaintiff filed his First Amended Complaint ("Operative Complaint"), adding a fifth cause of action for PAGA.

The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint."). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

On September 7, 2022, Respondent SunOpta moved to compel Claimant's PAGA cause of action to individual arbitration and dismissal of the class claims. The court dismissed the class claims pursuant to a class waiver in the Parties' arbitration agreement, compelled arbitration as to the individual PAGA claims, and stayed the action as to the representative PAGA claims.

On or about August 22, 2022, Plaintiff filed a Demand for Arbitration alleging claims for failure to provide compliant meal breaks; failure to provide compliant rest breaks; failure to properly calculate the regular rate of pay for purposes of paying sick pay; failure to pay all wages owed upon separation of employment; and payment of wages in the form of a pay card without written authorization or consent.

On February 27, 2024, the Parties participated in mediation before Daniel J. Turner of Judicate West.

On or around June 20, 2024, Plaintiff filed a notice of withdrawal of his claims from arbitration pursuant to Code of Civil Procedure Section 1281.98, and trial court granted Plaintiff's motion on August 15, 2024. Defendant filed an appeal on September 30, 2024, currently pending in the Court of Appeal, 5th Appellate District, Case No. F0887332. On February 25, 2025, Parties participated in a mediation with Ari Stiller through the Court's mediation program.

2.2 Defendant denies the allegations in the Complaint, denies any failure to comply with the laws identified in in the Complaint and denies any and all liability for the causes of action alleged.

2.3 The Parties conducted formal and informal discovery prior to mediating this matter. Plaintiff also obtained, through informal discovery, pertinent documents and data for the PAGA members so that the Parties could fully investigate the claims at the issue and understand their strengths and weaknesses. Subsequent arms-length negotiations between the parties resulted in the instant Settlement.

2.4 This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Aggrieved Employees have merit or that Defendant bears any liability to Plaintiff or the Aggrieved Employees on those claims or any other claims, or as an admission by Plaintiff that Defendant'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 Settlement does not become effective, Defendant reserves all available defenses to the claims in the Action.

2.5 The Parties 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. <u>MONETARY TERMS</u>.

3.1 <u>Gross Settlement Amount</u>. Except as otherwise provided by Paragraph 4.1 below, Defendant promises to pay Three Hundred Forty Thousand Dollars and Zero Cents ($340,000.00) and no more as the Gross Settlement Amount to fully settle, resolve, and extinguish all claims asserted in the Action, including without limitation all claims asserted in the PAGA Notice. Defendant has no obligation to pay the gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Parties stipulate and agree that the Gross Settlement Amount covers and satisfies all amounts necessary to settle the Action including, without limitation, all PAGA Counsel Fees and Costs, and all Administration Costs. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant. In resolution of Plaintiff's individual claims that were litigated through the arbitration proceeding, the Parties have entered into a separate Individual Settlement Agreement addressing the general release Plaintiff is providing to Defendant and the related consideration.

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

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35%, which is currently estimated to be One Hundred Nineteen Thousand Dollars and No Cents ($119,000.00) and PAGA Counsel Litigation Expenses Payment of not more than $15,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court Approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Fees Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expense 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 Defendant harmless and indemnifies Defendant from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed $8,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $8,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 PAGA Representative Enhancement Award: An Enhancement Award not to exceed Ten Thousand Dollars and No Cents ($10,000.00) to the named Plaintiff Eric Roman.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of One Hundred and Eighty Seven Thousand Five Hundred Dollars ($187,500.0) to be paid from the Gross Settlement Amount, with seventy-five percent (75%), amounting to One Hundred and Forty Thousand Six Hundred and Twenty-Five Dollars ($140,625.00) allocated to the LWDA

PAGA Payment and twenty-five percent (25%), amounting to Forty-Six Thousand Eight Hundred and Seventy-Five Dollars ($46,875.00), allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' twenty-five percent (25%) share of PAGA Penalties ($46,875.00) by the total number of PAGA Periods Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Defendant disclosed that there were 19,837 PAGA Pay Periods through November 30, 2025. In the event the number of pay periods worked by the Aggrieved Employees increase by more than 5%, Defendant shall have the option of either: (i) increasing the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of pay periods worked by the Aggrieved Employees above 5% (for example, if the number of pay periods increases by 6%, the Gross Settlement Amount will increase by 1%), or (ii) shorten the release period to an earlier date at which only 19,837 pay periods plus an additional 992 pay periods are covered by the PAGA Period (i.e., the date on which the PAGA Pay Periods are equal to 20,829).

4.2 Aggrieved Employee Data. No later than thirty (30) days after the Court issues its Final Order, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than seven (7) days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Enhancement Award to Plaintiff, the PAGA Counsel Fees Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

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

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

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

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

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

5.1 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: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 5.2 below. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, the claims being released in the confidential individual settlement 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.

5.2 Release by all Aggrieved Employees. All Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, and the LWDA on behalf of the State of California and all other Aggrieved Employees, will release Released Parties from those claims for civil penalties under the Private Attorneys' General Act ("PAGA") alleged in the operative complaint premised on Labor Code §§ 201, 202, 203, 204, 212, 213, 226, 226.7, 246, and 512, as well as all claims that could have reasonably been pled arising out of the same operative facts.

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

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement that complies with the Court's procedures and instructions.

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

6.2 Responsibilities of the Parties. The Parties are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement 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. Plaintiff is responsible for delivering the Court's Approval Order to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, the Parties 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, the Parties 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. Should the Parties not be able to resolve their dispute, they agree to engage the services of a mediator to assist in finalizing the Agreement for approval by the Court.

6.4 Dismissal of Appeal. Once this PAGA Settlement is approved by the trial court, Defendant shall notify the Court of Appeal of the trial court's approval and seek dismissal of the pending appeal. Defendant shall take all steps necessary to secure the dismissal of the appeal and, to the extent necessary, the Parties shall cooperate in their efforts to get the appeal dismissed following approval of the PAGA Settlement. Dismissal of the pending appeal does not in any other way impact the timing of the Effective Date or Defendant's obligation to fund the Gross Settlement Amount.

7. SETTLEMENT ADMINISTRATION.

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

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of providing reports state and federal tax authorities, to the extent necessary under applicable law.

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

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES. Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are approximately 388 Aggrieved Employees during the PAGA Period.

9. ADDITIONAL PROVISIONS.

9.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant'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, Defendant reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant ' 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).

9.2 Confidentiality Prior to Approval of PAGA Settlement. The Parties separately agree that, until the Motion for Approval of PAGA Settlement 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. Each Party agrees to notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. The Parties separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Approval of PAGA Settlement, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict PAGA Counsel's communications with Aggrieved Employees in accordance with PAGA Counsel's ethical obligations owed to Aggrieved Employees.

9.3 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits and their confidential individual settlement agreement resolving Plaintiff's claims asserted in arbitration 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.

9.4 Attorney Authorization. Plaintiff and Defendant separately warrant and represent that they have authorized PAGA Counsel and Defense Counsel, 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.

9.5 Cooperation. The Parties 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 a mediator and/or the Court for resolution.

9.6 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.

9.7 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant 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.

9.8 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.

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

9.10 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.

9.11 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.

9.12 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.

9.13 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant 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. Following written request from Defendant, not later than 90 days after the Administrator discharges its obligation to pay out all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant make a written request to Plaintiff for the return, rather than the destructions, of Aggrieved Employee Data, and Plaintiff shall inform PAGA Counsel of the same.

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

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

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

To Plaintiff:
Attn. Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
Email: lwlee@diversitylaw.com
mgavron@diversitylaw.com

To Defendant:
Attn.: Amber S. Healy, Esq.
Buchalter LLP
1000 Wilshire Blvd., Suite 1500
Los Angeles, CA 90017
Telephone: (213) 891-0700
Fax: (213) 896-0400
Email: ahealy@buchalter.com

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

9.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process, until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

9.19 Enforcement. The Parties agree that this Agreement is enforceable pursuant to California Code of Civil Procedure § 664.6. Should any party be required to enforce the terms of the Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

IT IS SO AGREED:

DATED: 05/06/26

DocuSigned by:
Eric Roman
736372790ED8490
Plaintiff ERIC ROMAN

DATED: ____________

____
Defendant SUNOPTA GRAINS AND FOODS, INC.
By: Chris McCullough
Its: General Counsel

AGREED AS TO FORM:

DATED: May 6, 2026

DIVERSITY LAW GROUP

By: ______________________________
Larry W. Lee
Max W. Gavron
Counsel for Plaintiff Eric Roman

To Defendant:
Attn.: Amber S. Healy, Esq.
Buchalter LLP
1000 Wilshire Blvd., Suite 1500
Los Angeles, CA 90017
Telephone: (213) 891-0700
Fax: (213) 896-0400
Email: ahealy@buchalter.com

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

9.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process, until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

9.19 Enforcement. The Parties agree that this Agreement is enforceable pursuant to California Code of Civil Procedure § 664.6. Should any party be required to enforce the terms of the Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

IT IS SO AGREED:

DATED: ____________ ________________________________
Plaintiff ERIC ROMAN

DATED: 5/5/2026
DocuSigned by:
Chris McCullough
FEA54CAA683B416...
Defendant SUNOPTA GRAINS AND FOODS, INC.
By: Chris McCullough
Its: General Counsel

AGREED AS TO FORM:

DATED: ___________ DIVERSITY LAW GROUP

By: ________________________________
Larry W. Lee
Max W. Gavron
Counsel for Plaintiff Eric Roman

DATED: May 6, 2026

BUCHALTER LLP

By: ______________________

Amber S. Healy
Counsel for Defendant SunOpta Grains and Foods, Inc.

EXHIBIT B

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF STANISLAUS

Notice is hereby given that a Private Attorneys General Act ("PAGA") settlement award, pursuant to California Labor Code § 2698 *et seq*., has been approved by the Court, in connection with your employment with Defendant SunOpta Grains and Foods, Inc. ("Defendant"), in the lawsuit filed by Plaintiff Eric Roman ("Plaintiff") against Defendant in the Stanislaus County Superior Court, entitled *Roman v. SunOpta Grains and Foods, Inc.,* Case No. CV-21-005589 (the "Lawsuit"). This Notice is being sent to you because you have been identified as an "Aggrieved Employee," or a current or former individual employed by Defendant in California at any time from September 24, 2020, through December 21, 2025. Receipt of this Notice means that you are entitled to your share in the proceeds from the PAGA settlement award. Your share of the PAGA award proceeds is enclosed herewith. The enclosed check must be cashed or deposited within 180 days for your settlement amount will be tendered to the California State Controller's Unclaimed Property Fund, which will be held in your name.

Plaintiff alleges Defendant failed to provide proper rest periods or pay premiums in lieu thereof, failed to pay overtime wages at the correct regular rate of pay, failed to provide accurate itemized wage statements, issued final wages in the form of a paycard without written authorization, and failed to pay all wages due and owing upon separation of employment, making Defendant liable for civil penalties under PAGA. On September 24, 2021, Plaintiff submitted written notice under Labor Code § 2699.3 to the LWDA and Defendant, alleging that Defendant violated Labor Code §§ 201, 202, 203, 204, 212, 213, 226, 226.7, 246, and 512. On October 12, 2021, Plaintiff filed the Lawsuit, which asserts causes of action for violation of Labor Code §§ 226.7, 201, 202, 203, 226 and Business and Professions Code § 17200, *et seq.* On December 22, 2021, Plaintiff filed a First Amended Complaint, which added a cause of action for civil penalties under PAGA. Defendant denies all liability or wrongdoing. No determination was made by the Court that Defendant had violated the law or that Plaintiff's claims had merit. Nevertheless, the Parties reached a settlement to avoid the uncertainties of litigation. Specifically, the Parties agreed to a Gross PAGA Settlement Amount of $340,000.00 in order to resolve the PAGA claims, which is allocated as follows:

a. **Attorney Fees and Costs:** Plaintiff's attorneys will be paid 35% of the Gross PAGA Settlement Amount, or $119,000.00 for attorneys' fees and $11,164.61 in litigation costs.

b. **Plaintiff's PAGA Representative Enhancement**: Plaintiff will be paid a Representative Enhancement for $10,000.00 from the Gross PAGA Settlement Amount for his service to the LWDA and the Aggrieved Employees, the risk she undertook by filing the Lawsuit, and her general release of claims.

c. **Administration Costs:** the Settlement Administrator will be paid $8,500.00 for administering the Settlement.

After deduction of all of these amounts, the remainder, or Net PAGA Fund is distributed as follows: 75% will be paid to the LWDA and 25% will be divided among the Aggrieved Employees. The Net PAGA Fund shall be allocated to each PAGA Member working at least one pay period during the PAGA Period and attributing one (1) share for each pay period worked during the PAGA Period. The total number of respective shares shall be added up and divided by the total number of shares across the PAGA Period to get the percentage share for that PAGA Member.

Through this Settlement, you will be releasing Defendant and any of their past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant from all PAGA claims pled in the Lawsuit and any PAGA Notice sent to the LWDA by Plaintiff in or prior to the Lawsuit, and any PAGA claims which could have reasonably been alleged under the facts, allegations and/or claims pled in the Lawsuit or any PAGA Notice sent to the LWDA by Plaintiff in or prior to the Lawsuit, against the Released Parties, for work performed during the PAGA Period, including but not limited to the following:

The Claims set forth in the Lawsuit, specifically: penalties pursuant to the California Private Attorneys General Act of 2004 (Labor Code § 2698, *et seq*.) for alleged violations of the California Labor Code including: (1) failing to provide off-duty rest breaks and/or pay rest period premium compensation in lieu thereof, in violation of Labor Code §§ 226.7 and 512; (2) failing to pay employees sick pay at the correct regular rate of pay that included all non-discretionary remuneration, in violation of Labor Code §§ 201, 202, 203, 204, and 246; (3) failing to provide accurate itemized wage statements, in violation of Labor Code § 226; (4) issuing payment of final wages to employees in the form of a pay card without written authorization, which required employees to incur fees to use, was not fully cashable, and was not usable at all financial institutions, in violation of Labor Code §§ 201, 202, 203, 212 and 213; and (5) failing to pay final wages in a timely manner to separated employees as a result of the issuance of pay cards and underpayment and/or nonpayment of sick pay wages and meal and rest period premiums, in violation of Labor Code §§ 201, 202, and 203.; (6) claims reasonably predicated on the same or similar facts and/or claims alleged in the Lawsuit and/or PAGA Notice, including claims under the California Labor Code for violations of Labor Code sections 201, 202, 203, 204, 212, 213, 226, 226.7, 246, and 512.

Attorneys for the Plaintiff in this lawsuit are:

Larry W. Lee
Max W. Gavron
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

If you have any questions regarding this award or this case, please contact the attorneys identified above.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

EXHIBIT C

Invoice

Diversity Law Group

515 South Figueroa Street, Suite 1250, Los Angeles, California, 90071

lwlee@diversitylaw.com

Invoice #: 10485

Invoice Date: 06/04/2026

Terms: Upon Receipt

Due Date: 06/04/2026

PO #:

Invoice Total: $11,164.61

Payment Applied: $0.00

Total Due: $11,164.61

Summary - Roman, Eric v. SunOpta Grains and Foods Inc. (18091.001)

Type	Description	Amount ($)
Expenses		11164.61

Subtotal:	$11,164.61
Discount:	$0.00
Subtotal after Discount:	$11,164.61
Taxable Subtotal:	$11,164.61
Tax:	$0.00
Total:	$11,164.61

Details - Roman, Eric v. SunOpta Grains and Foods Inc. (18091.001)

Expenses

Date	Category	Expense Code	Description	Amount ($)
09/24/2021		Court fees	LWDALWDA	75.00
09/30/2021		Postage	PostagePostage	7.33
10/11/2021		Court fees	Odyssey - ComplaintOdyssey -	1478.06

DIVERSITY LAW GROUP

Invoice

Diversity Law Group

515 South Figueroa Street, Suite 1250, Los Angeles, California, 90071

lwlee@diversitylaw.com

Invoice #: 10485

Invoice Date: 06/04/2026

Terms: Upon Receipt

Due Date: 06/04/2026

PO #:

Invoice Total: $11,164.61

Payment Applied: $0.00

Total Due: $11,164.61

			Complaint	
10/31/2021		Photocopies	PhotocopiesPhotocopies	7.50
10/31/2021		Postage	PostagePostage	1.89
11/15/2021		Court fees	Odyssey - POS of Summons & N&A	3.60
12/22/2021		Court fees	Odyssey - FACOdyssey - FAC	3.60
12/23/2021		Court fees	Odyssey - Oppo to MTC ArbOdyssey - Oppo to MTC Arb	3.60
12/23/2021		Court fees	Odyssey - Amended POSOdyssey - Amended POS	3.60
12/23/2021		Delivery services/messenger	Federal ExpressFederal Express	29.15
12/31/2021		Photocopies	PhotocopiesPhotocopies	15.50
12/31/2021		Postage	PostagePostage	1.76
01/28/2022		Court fees	Odyssey - CMSOdyssey - CMS	3.60
01/31/2022		Photocopies	PhotocopiesPhotocopies	1.50
01/31/2022		Postage	PostagePostage	0.53
07/29/2022		Court fees	Odyssey - CMSOdyssey - CMS	3.60
07/31/2022		Photocopies	PhotocopiesPhotocopies	1.50
07/31/2022		Postage	PostagePostage	0.81
08/12/2022		Court fees	Odyssey - Notice of Remote Appearance	3.60
08/15/2022		Court fees	Stanislaus Superior Remote Appearance	96.35
08/22/2022		Court fees	JAMS - Demand for ArbitrationJAMS - Demand for Arbitration	409.26
08/31/2022		Photocopies	PhotocopiesPhotocopies	2.25
08/31/2022		Postage	PostagePostage	0.81
10/06/2022		Court fees	Odyssey - Oppo to MTC	3.60

			ArbOdyssey - Oppo to MTC Arb	
10/17/2022		Court fees	Odyssey - Notice of Remote Appearance	3.60
10/19/2022		Court fees	Stanislaus Superior Remote Appearance	96.35
10/31/2022		Photocopies	PhotocopiesPhotocopies	8.00
10/31/2022		Postage	PostagePostage	2.40
07/28/2023		Court fees	Odyssey - CMSOdyssey - CMS	3.60
08/14/2023		Court fees	Stanislaus Superior Court Remote	30.35
02/13/2024		Arbitrators/mediators	Judicate West MediationJudicate West Mediation	4125.00
02/20/2024		Arbitrators/mediators	Judicate West MediationJudicate West Mediation	1000.00
03/01/2024		Experts	JTC CorporationJTC Corporation	1550.00
04/25/2024		Court fees	Odyssey - CMSOdyssey - CMS	3.60
05/13/2024		Court fees	Stanislaus Superior Remote Appearance	30.35
06/13/2024		Court fees	Odyssey - Mtn to Vacate StayOdyssey - Mtn to Vacate Stay	96.07
06/17/2024		Court fees	Odyssey - Amended Notice of Hearing	3.60
08/08/2024		Court fees	Odyssey - Reply iso Mtn to Vacate	3.60
08/15/2024		Court fees	Stanislaus Superior Remote Appearance	37.35
08/15/2024		Court fees	Odyssey - Notice of RulingOdyssey - Notice of	3.60

Invoice

Invoice #: 10485

Invoice Date: 06/04/2026

Terms: Upon Receipt

Due Date: 06/04/2026

PO #:

Invoice Total: $11,164.61

Payment Applied: $0.00

Total Due: $11,164.61

Diversity Law Group

515 South Figueroa Street, Suite 1250, Los Angeles, California, 90071

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			Ruling	
09/11/2024		Court fees	Odyssey - Mtn for Leave to file SAC	96.07
10/14/2024		Court fees	TrueFiling - Mediation Questionnaire	10.50
10/28/2024		Court fees	Odyssey - CMSOdyssey - CMS	4.50
10/28/2024		Court fees	Odyssey - Respondent's Notice Designating	4.50
10/29/2024		Court fees	Odyssey - Reply iso Mtn for Leave	4.50
10/30/2024		Attorney Service	Attorney Service - Notice of Designating	198.75
11/05/2024		Court fees	Stanislaus Superior Remote Appearance	2.35
11/12/2024		Court fees	Stanislaus Superior Remote Appearance	37.35
12/05/2024		Court fees	Odyssey - Supp Brief iso Mtn or Leave to	4.50
12/13/2024	Court Fees		Stanislaus Superior Remote Appearance Cancellation Fee	10.00
06/02/2025	Court Fees		Odyssey - Respondent's Notice Designating Record on Appeal (Envelope Number: 19565919)	5.95
06/11/2025	Attorney Service		ACE - Respondent's Notice Designating Record on Appeal	186.02
07/03/2025	Court Fees		Dana Belloli - Transcript re Appeal	7.02
07/15/2025	Court Fees		Clerk of Stanislaus County Superior Court - Clerk's Transcript	1199.42
10/24/2025	Court Fees		Odyssey - Joint Stip to Cont	37.71

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			CMC (resubmitted) (Envelope Number: 21360598)	
05/28/2026	Court Fees		WIP - filing fees re approval motion	200.00
			Subtotal:	$11,164.61
			Total:	$11,164.61