

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Vidalia Gomez (“Plaintiff”) and Defendant Giulietta Italian Foods, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

DEFINITIONS.

1. “Action” means Plaintiff Vidal Gomez’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Vidalia Gomez v. Giulietta Italian Foods, Inc.*, Case Number 22CV392988, initiated on January 4, 2022 and pending in Superior Court of the State of California, County of Santa Clara
2. “Administrator” means Simpluris, Inc., 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 in the amount of \$4,000.00.
4. “Aggrieved Employee,” as used herein, means all non-exempt employees who worked for Defendant in California during the PAGA Period.
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.
6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for an Aggrieved Employee’s current mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
7. "Approval Order" means the proposed Court Order Granting Approval of the PAGA Settlement.
8. “Court” means the Superior Court of California, County of Santa Clara.
9. “Defendant” means named Defendant Giulietta Italian Foods, Inc.
10. “Defense Counsel” means Richard Leasia and Matthew Lerner of Littler Mendelson, P.C.
11. “Effective Date” means the date that the entered Approval Order is served on Defendant via a Notice of Entry of Order if no objection is made or filed to the Settlement Agreement; if an objection is made or filed, but no appeal is filed, the date that is sixty-five (65) days after the date on which the entered Approval Order is served on Defendant via a Notice of Entry of Order; if there is an appeal, the date on which (a) all such appeals have been dismissed; or (b) the

appropriate Court of Appeal has entered a final judgment affirming the Approval Order and Judgment, which (i) is no longer subject to any further appellate challenge, or (ii) has been affirmed by the California Supreme Court.

12. “Gross Settlement Amount” means eighty-thousand dollars and no cents (\$80,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 61 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the PAGA Representative Enhancement Payment, and the Administrator’s Expenses Payment.

13. “Individual PAGA Payment” means an Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

14. “Judgment” means the judgment entered by the Court based upon the Approval Order. The Judgment will have *res judicata* effect as to the Released Claims for all of the Aggrieved Employees, who will have no right to opt-out of this Settlement.

15. “LWDA” means the California Labor and Workforce Development Agency.

16. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699(i).

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

18. “PAGA Counsel” means J. Kirk Donnelly of the Law Offices of J. Kirk Donnelly, APC, the attorneys representing the Plaintiff Vidalia Gomez.

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.

19. “PAGA Representative Enhancement Payment” means the payment to the Plaintiff for initiating the Action and providing services in support of the Action.

20. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked any regular hours for Defendant on at least one day during the PAGA Period.

21. “PAGA Period” means the period from January 4, 2021 to March 31, 2023, or an earlier date in accordance with Paragraph 61 herein.

22. “PAGA” means the Labor Code Private Attorneys General Act, as amended (Labor Code §§ 2698, *et seq.*).
23. “PAGA Notice” means Plaintiff Vidalia Gomez’s October 15, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3(a).
24. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
25. “Plaintiff” means the named Plaintiff Vidalia Gomez.
26. “Released Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 52 below.
27. “Released Entities” means: Defendant Giulietta Italian Foods, Inc. and any of their past, present, and future, direct or indirect affiliated entities, and their officers, directors, representatives, owners, shareholders, partners, subsidiaries, parent companies, joint venturers, insurers, agents, vendors, members, joint employers, predecessors, managers, servants, successors-in-interest, assigns, and current and former employees, and all persons or entities acting in concert with or affiliated with any of them.
28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

RECITALS.

29. Pursuant to Labor Code section 2699.3(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
30. On January 4, 2022, Plaintiff commenced the Action by filing a Complaint alleging a cause of action under the PAGA against Defendant for alleged violations of Labor Code sections 201-203, 204, 210, 221-223, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 1199, 2699, *et seq.*, and all applicable Wage Orders.
31. Defendant answered the Complaint on March 7, 2022. In its Answer, Defendant denied generally and specifically all claims raised in the Complaint.
32. On January 27, 2023, the Parties participated in a mediation, presided over by the Honorable Ronald D. Prager (Ret.) of Signature Resolution, that led to this Agreement to settle the Action.
33. Throughout the pendency of the Action, the Parties engaged in extensive formal and informal discovery of documents and information for settlement purposes, including in connection with mediation.

34. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

MONETARY TERMS.

35. Gross Settlement Amount. Except as otherwise provided by Paragraph 61 below, Defendant promises to pay eighty-thousand dollars and no cents (\$80,000.00) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 46 of this Agreement. 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 or any of the Released Entities.

36. 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 Approval Order:

37. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, or \$26,666.67, and PAGA Counsel Litigation Expenses Payment of not more than \$7,500.00. 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 approval of the PAGA settlement that includes a request for approval of the PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment in the Action. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, then the Administrator shall only deduct the PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment approved by the Court when calculating the Net Settlement Amount. Released Entities 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 Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and 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.

38. To the Plaintiff: the PAGA Representative Enhancement Payment to the Plaintiff of not more than \$5,000 in addition to any Individual PAGA Payments Plaintiff is entitled to receive as an Aggrieved Employee. Defendant will not oppose Plaintiff's request for PAGA Representative Enhancement Payment that do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for approval of the PAGA settlement that includes a request for approval of the PAGA Representative Enhancement Payment in the Action. If the Court approves PAGA Representative Enhancement Payment less than the amounts requested, the Administrator shall only deduct the PAGA Representative Enhancement Payment approved by the Court when calculating the Net Settlement Amount.

39. To the Administrator: An Administrator Expenses Payment not to exceed \$4,000.00 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 \$4,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

40. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$36,833.33 to be paid from the Gross Settlement Amount, with 75% (\$27,625.00) allocated to the LWDA PAGA Payment and 25% (\$9,208.33) allocated to the Individual PAGA Payments.

42. Individual PAGA Payment Calculation. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$9,208.33) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period (the "Pay Period Value") and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods.

43. Administrator Tax Reporting. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

SETTLEMENT FUNDING AND PAYMENTS.

44. Aggrieved Employee Pay Periods. Based on a review of its records, Defendant estimates there are one hundred seventy-nine (179) Aggrieved Employees who worked a total of three thousand, nine hundred twenty (3,920) PAGA Pay Periods during the PAGA Period.

45. Aggrieved Employee Data. Within fourteen (14) calendar days of the Effective Date, 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 their best efforts, in good faith, to recover, obtain, reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

46. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds by wire transfer to the Administrator no later than twenty-one (21) calendar days after the Effective Date.

47. 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, and the PAGA Representative Enhancement Payment, shall pay itself the Administration Expenses Payment, and pay the PAGA Counsel Fees Payment and the PAGA Counsel Expenses Payment via wire transfer. Disbursement of the PAGA

Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

48. Individual PAGA Payment Expiry. 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 one-hundred twenty (120) 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.

49. Aggrieved Employee Address Search. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without a United States Postal Service forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the forwarding address provided by the United States Postal Service 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, when requested by the Aggrieved Employee prior to the void date.

50. Uncashed Individual PAGA Payment. 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 as *cy pres* to Second Harvest of Silicon Valley. Aggrieved Employees to whom Individual PAGA Payment checks are resent after having been returned undeliverable to the Settlement Administrator shall have an additional fourteen (14) calendar days beyond the one-hundred and twenty (120) day check expiration date set forth in Paragraph 48.

51. No Additional Benefits. 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.

RELEASES OF CLAIMS.

52. PAGA Release. Effective on the date upon entry of the Court Order Granting Approval of the PAGA Settlement, the claims released by Plaintiff and the Aggrieved Employees will include all PAGA claims pled in the Action and the PAGA letter Plaintiff sent to the LWDA during or prior to the Action, and any PAGA claims which could have been alleged under the facts, allegations, and/or claims pled in the Action or any PAGA letter sent to the LWDA by Plaintiff in or prior to the Action, against the Released Entities (as defined below), for work performed during the PAGA Period, including the following:

- a. Claims under the California Labor Code and California Industrial Welfare Commission Wage Orders that were alleged, specifically California Labor Code sections 201-203, 204, 210, 216, 221-224, 225.5, 226, 226.3, 226.7, 256, 450, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1 1198, 1199, 2441, 2699,

et seq., 2810.3, 2810.5, as well as all applicable IWC Wage Orders, including, but not limited to, Wage Order 5, or which could have been alleged under the facts in the Action or any PAGA letter sent to the LWDA by Plaintiff in or prior to the Action;

- b. The claims set forth in subparagraph (a) hereinabove shall be collectively referred to as the “Released Claims.”

53. Plaintiff’s Released Claims and Waiver of Rights Under California Civil Code § 1542. In addition to the Released Claims, in consideration for the enhancement awards being paid to Plaintiff, Plaintiff, upon entry of the Court Order Granting Approval of the PAGA Settlement, hereby fully and finally releases and discharges the Released Entities from all known and unknown claims Plaintiff has or may have against the Released Entities, of every nature and description whatsoever, up to the date of the entry of the Court Order Granting Approval of the PAGA Settlement, in addition to the Released Claims described in the preceding paragraph. This general release of claims includes any and all known or unknown contract, tort, statutory, regulatory, common law, constitutional, discrimination, public policy, retaliation, wrongful discharge and other claims of any type whatsoever, to the fullest extent such claims are releasable by law, arising out of Plaintiff’s employment with Defendant, the termination of her employment, and her other dealings with the Defendant and the Released Entities (collectively “Plaintiff’s Released Claims”). As to Plaintiff’s Released Claims, Plaintiff, understanding the significance of this waiver, waives all rights and benefits afforded by section 1542 of the Civil Code of the State of California, 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.

MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

54. 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(1)(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, and attesting to: its competency; operative procedures for protecting the security of Aggrieved Employee Data; 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; and (iii) a Statement from PAGA Counsel setting forth all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

55. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or 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 Order to the Administrator and providing all required documentation and information to the LWDA in conjunction with this Settlement.

56. 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, 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.

57. Selection of Administrator. The Parties have jointly selected Simpluris, Inc. to serve as the Administrator. 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.

58. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

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

60. Administrator Duties. The Administrator shall be required to accept a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.

61. Escalator Provision. The Gross Settlement Amount was negotiated based on the estimate that the Aggrieved Employees worked a total of three thousand nine-hundred twenty (3,920) pay periods from January 4, 2021 through January 31, 2023. If the total number of pay periods worked during the PAGA Period is found or determined to be 10% higher than three thousand nine-hundred twenty (3,920) (i.e., 4,312 pay periods), then Defendant shall have the option to either: (1) shorten the PAGA Period so that the PAGA Period ends on the date that the pay period count totals four thousand three-hundred twelve (4,312); or (2) supplement the Gross Settlement Amount by a pro rata amount equal to the number of pay periods worked in excess of four thousand three-hundred twelve (4,312) pay periods multiplied by the Pay Period Value, calculated as set forth in paragraph 42 above.

CONTINUING JURISDICTION OF THE COURT.

62. Retention of Jurisdiction. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

63. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, 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.

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 Defendant that any of the allegations in the Action have merit or that Defendant has any liability for any claims asserted; nor is it intended or should it be 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 and is neither an admission of manageability nor the contrary. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action and Plaintiff reserves the right to contest Defendant's 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).

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 Defendant, 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, 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 Plaintiffs, 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.

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, where necessary, approval 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 Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evidence 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. Not later than ninety (90) days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant.

76. Nondisclosure and Nonpublication. PAGA Counsel shall not publicize the settlement on their website or in advertising/marketing materials. Plaintiff and PAGA Counsel agree that they will not issue any press release or initiate any contact with the media about the fact, amount, or

terms of the Settlement. If Plaintiff or PAGA Counsel receive an inquiry about the Settlement from the media, they may respond only after the Judgment is entered and only by confirming the accurate terms of the Settlement. Nothing in this paragraph shall prevent PAGA Counsel from referring to this case in a declaration establishing qualification as class or PAGA counsel in future cases, and nothing in this paragraph shall prevent Defendant from making any disclosure required by law.

77. 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.

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:

J. Kirk Donnelly
LAW OFFICES OF J. KIRK DONNELLY, APC
2173 Salk Ave., Suite 250
Carlsbad, CA 92008

To Defendant:

Richard Leasia
Matthew Lerner
LITLER MENDELSON, P.C.
50 W. San Fernando St., 7th Floor
San Jose CA 95113

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 they have agreed pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Section 583.310 for the entire period of this settlement process.

81. Enforcement Action. In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any

enforcement actions.

82. Singular and Plural. Words used in this Agreement in the singular, where the context so permits, shall be deemed to include the plural and vice versa. The definitions of words in the singular herein shall apply to such words when used in the plural where the context so permits and vice versa.

83. Deadlines Falling on Weekends or Holidays. To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal/court holiday, that deadline shall be continued until the following business day.

84. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense Counsel and PAGA Counsel, on behalf of the Parties and the Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties knowingly and voluntarily executed this PAGA Settlement Agreement as of the date set forth below.

Dated: 03 / 16 / 2023

By: 
Vidalia Gomez

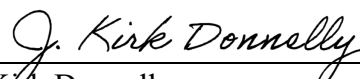
Dated: _____

By: _____
Giulietta Italian Foods, Inc.
Its: _____

APPROVED AS TO FORM

Law Offices of J. Kirk Donnelly, APC

Dated: 3/16/23

By: 
J. Kirk Donnelly
Attorneys for Plaintiff

Littler Mendelson, P.C.

Dated: _____

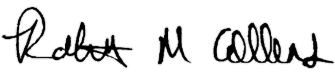
By: _____
Richard Leasia
Matthew Lerner
Attorneys for Defendant

IN WITNESS WHEREOF, the parties knowingly and voluntarily executed this PAGA Settlement Agreement as of the date set forth below.

Dated: _____

By: _____
Vidalia Gomez

Dated: April 1, 2023

By: 
Giulietta Italian Foods, Inc.
Its: President

APPROVED AS TO FORM

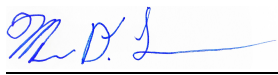
Law Offices of J. Kirk Donnelly, APC

Dated: _____

By: _____
J. Kirk Donnelly
Attorneys for Plaintiff

Littler Mendelson, P.C.

Dated: April 3, 2023

By: 
Richard Leasia
Matthew Lerner
Attorneys for Defendant

Title	Settlement Agreement
File name	Gomez v. Giuliett...reement Final.pdf
Document ID	4fd7f3c1116ed9b279216e40f258a4d9a31803c7
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

03 / 16 / 2023

16:37:16 UTC

Sent for signature to Vidalia Gomez (morena111150@gmail.com)
from kdonnelly@jkd-law.com
IP: 99.150.241.234



VIEWED

03 / 16 / 2023

21:58:52 UTC

Viewed by Vidalia Gomez (morena111150@gmail.com)
IP: 98.47.230.53



SIGNED

03 / 16 / 2023

22:53:34 UTC

Signed by Vidalia Gomez (morena111150@gmail.com)
IP: 172.58.88.92



COMPLETED

03 / 16 / 2023

22:53:34 UTC

The document has been completed.