

PAGA SETTLEMENT AGREEMENT AND RELEASE

This PAGA Settlement Agreement and Release (the “Agreement” or “Settlement Agreement”) is made and entered into by and between Tania Perez (“Perez” or “Plaintiff”), Blue Bottle Coffee, LLC, and Blue Bottle Coffee, Inc. (collectively, “Blue Bottle”). Perez and Blue Bottle shall sometimes be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

A. Plaintiff was formerly employed by Blue Bottle.

B. On or about January 26, 2022, Plaintiff transmitted a letter to the California Labor and Workforce Development Agency (“LWDA”) asserting that Blue Bottle failed to comply with various provisions of the California *Labor Code* (the “PAGA Notice”). Plaintiff seeks penalties pursuant to the California Labor Code Private Attorneys General Act (“PAGA”) as set forth in California *Labor Code* §2698 *et. seq.*, on behalf of all current and former non-exempt retail employees of Blue Bottle in California who were employed by Blue Bottle at any time from January 27, 2021, though the date of approval of this settlement (“PAGA Claim Employees”) for asserted violations of California *Labor Code* §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1197.1, 1198, 2802, 2699, and the applicable Industrial Welfare Commission Order No. 2001-5 (the “Representative PAGA Claims”). Plaintiff also seeks an award of reasonable attorneys’ fees and costs as permitted by the PAGA, Labor Code § 2699. On January 27, 2022, Plaintiff filed a Class Action Complaint in Los Angeles Superior Court, titled, *Tania J. PEREZ, individually and on behalf of all others similarly situated, Plaintiff, v. BLUE BOTTLE, LLC, a limited liability company; Blue Bottle Coffee, Inc., a California Corporation; and DOES 1 through 10, inclusive, Defendants*, Case Number 22STCV03240 (“Class Complaint”). On April 27, 2022, Plaintiff filed a First Amended Representative Action Complaint, dismissing the class claims and asserting a representative action under the PAGA (“PAGA Complaint”). The PAGA Notice and PAGA Complaint will hereinafter be referred to jointly as the “Action,” and are attached hereto as **Exhibit A**.

C. On November 14, 2023, the Parties attended a full day mediation session with experienced wage and hour mediator, Michael Dickstein. After extensive arms-length negotiations, the Parties reached a settlement of the Representative PAGA Claims and entered into a Memorandum of Understanding, attached hereto as **Exhibit B** and incorporated herein. The settlement is further detailed in this Agreement, which the Parties will seek approval of with the Los Angeles County Superior Court by means of a Motion for Approval of PAGA Settlement as described below in section 4 (the “Motion”).

D. The Parties acknowledge that there is a bona fide dispute as to the merits of Plaintiff’s claims. The Parties further desire to compromise, settle, and release any and all Released Claims predicated on the alleged Labor Code violations to Plaintiff individually and all allegedly aggrieved employees as set forth in the Action.

E. The Parties believe and agree that the Settlement herein provides for a fair, adequate, and reasonable resolution of the Released Claims, and have arrived at the settlement

set forth herein in extensive, arms-length negotiations, taking into account all relevant factors, present and potential.

F. By this Agreement, the Parties have settled, fully and finally, all Released Claims that Perez has or might have against Blue Bottle, up to and including the date of approval of this Agreement, including but not limited to those claims which could be asserted in any PAGA lawsuit, or any PAGA administrative, civil, or governmental proceeding, and any claims that could be asserted by the PAGA Claim Employees related to the Representative PAGA Claims.

NOW, THEREFORE, in consideration of the terms, conditions, and promises set forth herein, the Parties agree as follows:

TERMS AND SETTLEMENT

1. **No Admission of Liability.** This Agreement memorializes the compromise of disputed claims. The Parties acknowledge that the execution of this Agreement and the payment of consideration or any other obligation hereunder are not and shall not be construed in any way as an admission of wrongdoing or liability on the part of Blue Bottle or any other person or business entity. Blue Bottle denies all allegations of wrongdoing arising out of the employment relationship between the Parties including the PAGA Claim Employees. The Parties intend, by this Agreement, merely to avoid the expense, delay, uncertainty, and burden of continued litigation. Pursuant to California Evidence Code section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code section 1152.

2. **Consideration by Blue Bottle.** In exchange for a full and complete settlement and in release and discharge of the Released Claims with respect to Plaintiff's Representative PAGA Claims on behalf of herself, the State of California, and the PAGA Claim Employees, Blue Bottle will pay the gross amount of Four Hundred Twenty Five Thousand Dollars and Zero Cents (\$425,000.00) (the "Maximum Settlement Amount"). In no way will the amount Blue Bottle is to pay as part of this Agreement exceed the total sum of \$425,000.00. Blue Bottle shall not be required to pay more than the Maximum Settlement Amount to obtain the relief provided in this Agreement or to fully and finally settle and resolve the PAGA Claims, except as provided for in Section 2.5 below; provided, however, that the Parties have separately negotiated, and Blue Bottle has agreed to pay, an additional amount to Plaintiff for the settlement/release of Plaintiff's claims pursuant to the terms of a separate settlement agreement. Blue Bottle shall provide the Maximum Settlement Amount to the Settlement Administrator pursuant to the timing listed below in Section 3. Upon the Settlement Administrator's receipt of the Maximum Settlement Amount, the Settlement Administrator will then disburse payment pursuant to the timing listed below in Section 3, and according to the terms of this Agreement as follows:

2.1 One third (1/3) of the Maximum Settlement Amount, or One Hundred Forty One Thousand, Six Hundred Sixty Six Dollars and Sixty Seven Cents (\$141,666.67), will be designated for attorneys' fees and paid to Plaintiff's counsel. Additionally, actual costs of up to Twenty Seven Thousand Five Hundred Dollars and No Cents (\$27,500.00) will be designated for Plaintiff's counsel's costs and paid to Plaintiff's counsel. The Settlement Administrator shall issue appropriate IRS form 1099s to Plaintiff's counsel. This is not a

material term of this Agreement, and any denial or modification by a Court of this term will not invalidate the rest of this Agreement. The remainder of any reduced amounts will be added to the portion of the settlement to be paid to the LWDA and the PAGA Claim Employees under Section 2.3 of this Agreement.

Seven Thousand Seven Hundred Fifty Dollars

2.2 Actual administration costs, currently estimated as (\$7,750.00) ("Settlement Administrator's Fees"), shall be paid to the Settlement Administrator, IYLM Group ("Settlement Administrator"), from the Maximum Settlement Amount, which will cover all costs of distribution, including: (a) reporting payment of the individual settlement payments to all required taxing and other authorities, take appropriate withholdings, and issue IRS Forms 1099; (b) translating, if necessary, any notices provided to the PAGA Claim Employees; (c) establishing a Qualified Settlement Fund ("QSF") for the purpose of administering the Maximum Settlement Amount; and (d) all of the costs, fees, and expenses, incurred in performing the above listed functions and those contemplated in Section 3.

2.3 The remaining balance after deducting the amount being paid to attorneys' fees and costs and the Settlement Administrator's Fees ("Net Settlement Amount") shall be distributed as follows:

- a. Seventy Five Percent (75%) of the Net Settlement Amount, which represents civil penalties payable to the LWDA under the PAGA, Labor code section 2698, *et seq.* ("LWDA Fund"), shall be paid to the California LWDA.
- b. Twenty Five Percent (25%) of the Net Settlement Amount, which represents civil penalties payable to the PAGA Claim Employees as compensation for disputed civil penalties that are allegedly owed on the Representative PAGA Claims for the period from January 27, 2021 to the date of approval of this Agreement by the Court ("PAGA Period") as to all alleged PAGA Claim Employees described in the Action, shall be paid to the PAGA Claim Employees. The payment described in this section shall be distributed by the Settlement Administrator pursuant to the formula set out in Section 2.4 below. ("PAGA Claim Employee Fund").

2.4 The formula for distribution of the amount described in Section 2.3(b) is as follows: Each PAGA Claim Employee shall be allocated a proportionate share of the PAGA Claim Employee Fund based on Blue Bottle's data regarding the number of Qualifying Pay Periods (as defined in this section) in which he/she received pay while employed as a PAGA Claim Employee during the PAGA Period. To perform this function, "Qualifying Pay Periods" are to be identified and tabulated by assigning a value of "1 pay period" to each pay period during which each individual was employed and performed work for Blue Bottle in a non-exempt retail position in California from January 27, 2021, to the date of approval of this Agreement (the "Settlement Period"). After calculating the Qualifying Pay Periods for each individual PAGA Claim Employee, the Settlement Administrator shall then compute the sum total of all Qualifying Pay Periods combined to arrive at an aggregate total of all Qualifying Pay Periods worked by all PAGA Claim Employees. After calculating the aggregate total of all Qualifying Pay Periods worked by all PAGA Claim Employees, the amount payable per pay period will

then be calculated by dividing the amount specified in Section 2.3(b) by the aggregate total of all Qualifying Pay Periods issued to all PAGA Claim Employees. The amount payable per pay period will then be multiplied by the number of Qualifying Pay Periods worked by each individual PAGA Claim Employee. This figure will be known as the “PAGA Claim Employee Settlement Award” (defined herein as the amount of money allocated to each PAGA Claim Employee).

2.5 Blue Bottle estimates that between January 27, 2021 through September 27, 2023, PAGA Claim Employees worked 35,398 pay periods. If the actual number of pay periods between January 27, 2021 through September 27, 2023 is more than 10% greater than this number (i.e., if there are 38,938 or more pay periods), Blue Bottle shall have the option to either (1) increase the Maximum Settlement Amount in proportion to the increase in pay periods over 10% (e.g., if the number of pay periods is 11% greater than 35,398, Blue Bottle will have the option to increase the Maximum Settlement Amount by 1%); or (2) in its unilateral discretion, if Blue Bottle does not wish to pay the proportional increase, it may instead end the Settlement Period on the date that the total number of pay periods reaches 38,938.

3. **PAGA Settlement Administration.** The Parties have agreed to selecting IYLM Group as the Settlement Administrator to administer the Maximum Settlement Amount. All the Settlement Administrator’s costs and fees shall be paid from the Maximum Settlement Amount.

3.2 Within thirty (30) days after entry of judgment and an order approving the Settlement Agreement, Blue Bottle shall provide to the Settlement Administrator a spreadsheet, in a searchable electronic format, which contains the following for each individual falling within the definition of PAGA Claim Employee for the entire Settlement Period: each PAGA Claim Employee’s (i) name, (ii) last known address, (iii) social security number, and (iv) the number of Qualifying Pay Periods during the Settlement Period the (“PAGA Claim Employee List”). The PAGA Claim Employee List shall be held as private and confidential information and shall not be shared with Plaintiff’s counsel or any third party by the Settlement Administrator without the express written consent of Blue Bottle’s counsel of record and/or court order. The Settlement Administrator shall deliver the Notice, attached hereto as **Exhibit C**, (“Notice”) along with a check for each individual’s PAGA Claim Employee Settlement Award (“Notice Packet”) by First Class U.S. Mail to the last known addresses listed in the PAGA Claim Employee List. The Settlement Administrator shall conduct one National Change of Address (“NCOA”) search for all PAGA Claim Employees identified on the PAGA Claim Employees List before mailing the Notice Packet and update the addresses of any PAGA Claim Employee for whom an updated address was found through the NCOA search. Any Notice Packets returned undeliverable shall be traced once to obtain a new address and be re-mailed by First Class Mail.

3.3 Within seven (7) business days after the Effective Date (i.e., at least 61 days from entry of judgment), Blue Bottle shall transfer the Maximum Settlement Amount to the Settlement Administrator.

3.4 Within thirty (30) calendar days of Blue Bottle’s transfer of the Maximum Settlement Amount to the Settlement Administrator, the Settlement Administrator shall distribute such funds under the allocation plan set forth in Section 2 above. All Settlement checks sent to the

PAGA Claim Employees shall be accompanied with the Notice, which shall provide a brief description of the Complaint and this Settlement.

3.5 As the Representative PAGA Claims are not a class action, the Parties agree that California Code of Civil Procedure section 384 shall not be applicable. Each PAGA Claim Employee will have 180 days from the date of mailing of his/her settlement check to cash the settlement check. In the event that there are any funds attributable to any PAGA Claim Employee (e.g., uncashed settlement checks) that are not deposited or cashed within the 180-day period, said funds shall be reverted to the State of California Controller – Unpaid Wages Fund. Any failure of a PAGA Claim Employee to deposit a check within the 180-day period shall not affect the enforceability of the release of claims set forth in this Agreement, as the parties jointly agree that valid consideration for same is the offer of monetary consideration by means of the offer of settlement and mailing of settlement checks.

3.6 Within twenty (20) calendar days of distributing the Maximum Settlement Amount, the Settlement Administrator shall provide to the Parties, for filing with the Court by Plaintiff, a declaration verifying, under oath, that the Settlement Administrator has affected disbursement of the Maximum Settlement Amount pursuant to the terms of this Agreement.

3.7 All notices, requests, demands, and other communications required or permitted to be given pursuant to this Settlement shall be in writing and shall be delivered personally or mailed, postage prepaid, by first-class mail, to counsel of record at their respective addresses.

4. **Court Approval, Dismissal, and Judgment.** Plaintiff's Counsel shall file a Motion with the Court to enter the Order Approving Settlement and entering judgment ("PAGA Judgment") thereon. The Parties agree to fully cooperate in the drafting and/or filing of any further documents reasonably necessary in order to obtain approval of this Agreement. Plaintiff will provide the first draft of the Motion to Blue Bottle's counsel for review at least 7 days before filing. The Parties shall also jointly request and reserve the Court's continuing jurisdiction over the construction, interpretation, implementation, and enforcement of this Agreement in accordance with its terms, and over the administration and distribution of this Settlement Agreement pursuant to California Code of Civil Procedure section 664.6.

4.1 Either Party may terminate this Settlement if, after submitting to a Court the proposal to settle as set forth in the MOU, the Court declines to enter the settlement approval order or judgment with respect to all material terms, or if the Agreement as agreed does not become final because of any appellate court action. The terminating Party shall give to the other Party (through its/her counsel) written notice of its/her decision to terminate no later than fourteen (14) calendar days after receiving notice that one of the enumerated events has occurred. Termination shall have the following effects:

- a. The MOU and the Settlement Agreement shall be terminated and shall have no force or effect, and no Party shall be bound by any of their terms.
- b. In the event the Settlement Agreement is terminated, Blue Bottle shall have no obligation to make any payments to any party, PAGA Member, or attorney.

c. The order approving the Agreement and judgment shall be vacated.

d. The Settlement Agreement and all negotiations, statements, and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions prior to the Agreement.

e. Except as otherwise discoverable, neither this Settlement Agreement nor any ancillary documents, actions, statements, or filings made or created in furtherance of settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Action, or any other action for any purpose whatsoever.

4.2 Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect. Material terms of this Agreement include: the definition of PAGA Claim Employees (Recital B); the definition of Effective Date (Section 8); the definition of Settlement Period (Section 2.4); the definition of Released Claims (Sections 6 and 7); the definition of Released Parties (Section 6); the definition of Maximum Settlement Amount (Section 2); the requirement for entry of an order by the Court approving this Agreement and entering PAGA Judgment (Section 4). The following terms are not material to this Agreement, meaning the Court can modify the amounts allocated in this Agreement: the allocation of fees and costs to Plaintiff's counsel (Section 2.1), and the amount of the "Settlement Administrator's Fees" (Section 2.2). If the Court requests non-material changes to the Settlement Agreement, the Parties will cooperate in good faith to make such changes and to seek approval of an amended Settlement Agreement, which shall not be grounds for termination of the Agreement.

5. **Taxes.** Plaintiff and each PAGA Claim Employee bear full responsibility for the payment of any taxes or withholdings arising from the PAGA Claim Employee Settlement Award or enhancement payments paid to them. Neither Plaintiff's Counsel nor counsel for Blue Bottle intend anything contained herein to constitute advice regarding the taxability of any amount paid hereunder, nor shall it be relied upon as such. The tax issues for each PAGA Claim Employee are unique, and each PAGA Claim Employee is advised to obtain tax advice from his or her own advisor with respect to any payments resulting from this Settlement.

6. **Release by Plaintiff on Behalf of the LWDA.** Upon the approval by the Court of this Agreement and payment by Defendant of all funds due under this Settlement, Plaintiff, individually and as the representative acting as a proxy or agent of the LWDA, a State of California Executive Branch Agency, in this Action, agrees to release Blue Bottle, its past, present, and future affiliates, representatives, related entities, holding companies, parents, subsidiaries, owners, members, partners, officers, directors, board members, managers, supervisors, employees, agents, co-employers, predecessors, successors, assigns, agents, shareholders, investors, attorneys, insurers, and legal representatives ("Released Parties") for penalties under the California Private Attorneys' General Act (Labor Code section 2698, et seq.) predicated on the violations of the Labor Code that were alleged or could have been alleged under the facts and/or allegations pleaded in the PAGA Notice and/or Action and/or Class

Complaint, including but not limited to Labor Code §§ 201-204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, 2802, 1198.5, 2699(f)(2), and the IWC Wage Orders, that accrued at any time between January 27, 2021 to the date of approval of this Agreement (“Released Claims”).

The express purpose of this Agreement and the PAGA Judgment to be entered by the Court following approval of this settlement is to forever bar Plaintiff, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA (including all PAGA Claim Employees) from asserting any of the Released Claims against the Released Parties in any forum. It is the intent of the Parties that, to the greatest extent provided by law, including under the holding of *Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009), the ability of Plaintiff, the State of California, or any PAGA Claim Employee to bring a PAGA claim on behalf of the LWDA is completely and forever foreclosed. All PAGA Members will be bound by the settlement of the PAGA claims being released herein, upon its approval by the Court, regardless of whether he or she negotiates (i.e. cashes or deposits) his or her settlement check. Any Party to this Agreement may use the Agreement to assert that this settlement and the judgment to be entered by the Court following approval by this settlement bars any later-filed action asserting any of the Released Claims against any of the Released Parties.

The Aggrieved Employees waive any rights provided by California Civil Code Section 1542 as to the Released Claims only, which states:

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.

7. **Perez’s Individual Release of Unknown Claims.** In addition to release of the Released Claims, Plaintiff and all persons purporting to act on Plaintiff’s behalf or purporting to assert a claim under or through her shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties of and from any and all claims, known or unknown, asserted and unasserted, that they have or may have had against any of the Released Parties from the beginning of time through the date of approval of this Agreement, including, but not limited to, any claims concerning Plaintiff’s employment and/or the termination of her employment with Blue Bottle; any claims based on the California Labor Code (including for wages, bonuses, severance pay, employment benefits, stock options); any claims asserting a violation of any personnel policy; any claims based on discrimination, harassment, unlawful retaliation, violation of public policy, wrongful termination; and/or any claim for damages of any kind whatsoever, arising out of any common law torts; contracts, express or implied; any covenant of good faith and fair dealing; any theory of wrongful discharge; any theory of negligence; any theory of retaliation; any legal restriction on any affiliated entity’s right to terminate the employment relationship; or any federal, state, local, or other governmental statute, executive order, regulation or ordinance; or common law; or any other basis whatsoever, to the fullest extent provided by law. Plaintiff shall be deemed to have, and by operation of the approval of the Agreement by the Court shall have, expressly waived and relinquished to the fullest extent permitted by law the provisions, rights, and benefits of Section 1542 of the California Civil Code and any other similar provision under federal or state law that

purports to limit the scope of a general release. Plaintiff, for herself, has read Section 1542 of the Civil Code of the State of California, which provides as follows:

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.

Plaintiff understands that Section 1542 gives the right not to release existing claims of which she is not now aware, unless Plaintiff voluntarily chooses to waive this right. Having been so apprised, Plaintiff nevertheless voluntarily waives the rights described in Section 1542 and elects to assume all risks for claims that now exist in her favor, known or unknown. The release of the claims of Plaintiff as set forth in this Paragraph is a condition precedent to enforcement of this MOU and the Settlement Agreement.

Plaintiff will also dismiss her arbitration filed with the American Arbitration Association on October 17, 2023.

8. **Effective Date.** The “Effective Date” of this Agreement is the date this Agreement is approved by the Court as provided herein and the Court’s order granting settlement approval and entry of final judgment becomes final and is no longer appealable. For purposes of this Agreement, “becomes final and is no longer appealable” shall mean the later of: (a) the day after the last date by which a notice of appeal, writ, or other appellate proceeding to the applicable Court of Appeal of the order and judgment approving this Agreement may be timely filed and none is filed (*i.e.*, 61 days from notice of entry of judgment); (b) if an appeal, writ, or other appellate proceeding is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the order and judgment, the day after the last date for filing a request for further review of the order and judgment approving this Agreement passes, and no further review is requested; or (c) if an appeal, writ, or other appellate proceeding is filed and the order approving this Agreement is affirmed and further review of the order is requested, the day after the review is finally resolved and the order and judgment approving this Agreement is affirmed. No funding of the Settlement shall occur until after the Effective Date has passed.

9. **LWDA Notice.** Pursuant to California Labor Code section 2699(l), Plaintiff will provide a copy of this Agreement to the LWDA concurrently with the filing of the Motion. Plaintiff will also file a declaration in support of her Motion confirming that she has submitted the Agreement to the LWDA in compliance with Labor Code section 2699(l) concurrently with filing the Motion. In addition, Plaintiff shall submit to the LWDA a copy of the Court’s judgment and order approving the Agreement within ten (10) days after entry of the judgment or order.

10. **No Right To Opt Out/Object.** The Plaintiff, the State of California, and all PAGA Claim Employees shall be bound by the terms of the settlement and release. *Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009). The Parties agree there is no statutory right for any PAGA Claim Employee to object, opt out, or otherwise exclude himself or herself from the Settlement. Except as otherwise stated, the Parties will jointly defend against any attempt by any PAGA Claim Employee or by any entity or agency to intervene in this matter or object to/opt-out of this

Agreement. The Parties will jointly defend against any appeal filed with respect to the Court's Order approving this Settlement.

11. **Publicity and Confidentiality**

- a. **Communication by Counsel:** Plaintiff's counsel agrees that it will not initiate or contact or have any communications with the PAGA Claim Employees during the settlement approval process. Nothing will prevent Plaintiff's counsel from responding to inquiries from PAGA Claim Employees. For its part, Blue Bottle agrees that it shall refer any questions from PAGA Claim Employees about the Action or Agreement to the Claims Administrator.
- b. **No Media:** No public comment, communications to media, or any form of advertising or public announcement (including social media) regarding the case shall be made by Plaintiff or her counsel at any time.
- c. **Confidentiality:** Prior to filing of the motion(s) for approval, counsel for Plaintiff shall not discuss the terms of the settlement or the negotiations leading to settlement with any person other than the named Plaintiff, except as necessary to comply with the requirements of Labor Code section 2699, *et seq.*

12. **Successors.** This Agreement shall be binding upon, and inure to the benefit of, the Parties and their heirs, representatives, executors, administrators, successors, insurers, and assigns, and shall inure to the benefit of each and all of the Released Parties, and to their heirs, representatives, executors, administrators, successors, and assignees.

13. **Breach by Parties.** In addition to any other rights the Parties have or may have under this Agreement, in the event of a breach by any Party of any of the terms of this Agreement, the non-breaching Party shall be entitled, if it shall so elect, to institute legal proceedings to obtain damages for any such breach, or to enforce the specific performance of this Agreement by either Party and to enjoin the other party from any further violation of this Agreement and to exercise such remedies cumulatively or in conjunction with all other rights and remedies provided by law. The Parties acknowledge, however, that the remedies at law for any breach by either party may be inadequate and that the non-breaching party shall be entitled to injunctive relief against the breaching party in the event of any breach. If the non-breaching party prevails in a proceeding for damages or injunctive relief, the breaching party agrees that the non-breaching party, in addition to other relief, shall be entitled to reasonable attorney fees, costs, and the expenses of litigation incurred by the non-breaching party in securing the relief granted by the Court.

14. **No Attorneys' Fees and Costs.** Except as otherwise set forth in this Agreement, the Parties agree that they shall bear their own respective costs and fees, including attorneys' fees, in connection with the negotiation and execution of this Agreement.

15. **Agreement is Voluntary.** Plaintiff understands and agrees that she:

15.1 Has had a reasonable amount of time within which to consider the settlement terms memorialized in this Agreement before agreeing to them;

15.2 Has carefully read and fully understands all of the provisions of this Agreement;

15.3 Is, through this Agreement, releasing any and all PAGA claims she may have against any Releasees;

15.4 Knowingly and voluntarily agrees to all of the terms set forth in this Agreement;

15.5 Knowingly and voluntarily intends to be legally bound by the same; and

15.6 Was represented by and consulted an attorney prior to agreeing to the terms of this Agreement.

16. **No Representations.** The Parties acknowledge that, except as expressly set forth herein, no representation of any kind or character has been made to induce the execution of this Agreement.

17. **Warranties and Representations.** Each of the Parties to this Settlement Agreement and or their agent covenants and warrants that (a) they have full power and authority to enter into and consummate all transactions contemplated by this Settlement Agreement and have duly authorized the execution, delivery and performance of this Settlement Agreement; (b) the person executing this Settlement Agreement has the full right, power, and authority to enter into this Settlement Agreement on behalf of the Party for whom he/she has executed this Settlement Agreement, and the full right, power, and authority to execute any and all necessary instruments in connection herewith, and to fully bind such Party to the terms and obligations of this Settlement Agreement; and (c) they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and Plaintiff's counsel warrant and represent that there are no liens on the Settlement Agreement, and that Blue Bottle, through the Settlement Administrator, may distribute funds to the PAGA Claim Employees, Plaintiff's counsel, and the Plaintiff as provided by this Settlement Agreement.

18. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all Parties, and subject to any necessary Court approval. A waiver, failure to enforce, or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

19. **Res Judicata.** Plaintiff agrees that the Released Parties may assert this Settlement Agreement and the PAGA Judgment as a defense to any future claims for penalties brought by the LWDA or any claims brought under PAGA on behalf of the LWDA for any Released Claims alleged to have occurred during the PAGA Period. The Parties intend this settlement and the resulting judgment to have claim preclusive effect, issue preclusive effect, estoppel effect, and to otherwise bar a representative action to the fullest extent permissible under applicable law if the LWDA or any allegedly aggrieved employee were to bring a subsequent claim on behalf of the LWDA for any act or omission based on the same factual predicates as the PAGA Complaint and alleged to have occurred during the PAGA Period.

20. **Ownership of Claims.** The Parties represent that they have not transferred or assigned, or purported to transfer or assign, to any person or entity, any claim described in this Agreement.

The Parties further agree to indemnify and hold harmless one another, and all of their present partners, officers, directors, and employees against any and all claims based upon, arising out of, or in any way connected with any such actual transfer or assignment.

21. **Severability.** Other than as stated in section 4.2 above, should any provision in this Agreement be declared or determined to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and the illegal or invalid part, term, or provision shall be deemed not to be part of this Agreement, and all remaining provisions shall remain valid and enforceable.

22. **Integration.** This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements and understandings between the Parties pertaining to the subject matter of this Agreement. Any modifications in this Agreement must be in writing and signed by the Parties.

23. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Furthermore, signatures delivered via facsimile or electronic transmission shall have the same force, validity, and effect as the originals thereof.

24. **Interpretation.** This Agreement, and any ambiguities or uncertainties herein, shall be equally and fairly interpreted, and construed, without reference to the identity of the Party drafting this document, upon the express understanding and agreement that the Parties participated equally in the negotiation and preparation of this Agreement, or have had equal opportunity to do so. Accordingly, the Parties, and each of them, expressly waive the benefits of California Civil Code section 1654, and any successor or amended statute.

25. **Governing Law and Venue.** This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California, regardless of the conflicts of laws rules of any individual state. In addition, any action brought to enforce the provisions of this Agreement shall be commenced, prosecuted, and defended exclusively in the Superior Court of the State of California, County of Los Angeles.

26. **Captions And Headings.** The section headings, captions, and titles used in this Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES THE RELEASE OF ALL KNOWN AND UNKNOWN PAGA CLAIMS.

Dated: 12/6/2023

DocuSigned by:

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Tania Perez

Blue Bottle Coffee, LLC

Dated: Dec 6, 2023

DocuSigned by:

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By: Jon Alsterlind
Its: CFO

Blue Bottle Coffee, Inc.

Dated: Dec 6, 2023

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By: Jon Alsterlind
Its: CFO

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