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formerly known as *Aryzta LLC*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

ANA VALLEJO, individually, and on behalf of all
others similarly situated,

Plaintiff,

vs.

ARYZTA, LLC, a limited liability company;
ARYZTA IV, LLC, a limited liability company;
ARYZTA IV, INC., a Delaware corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: CIVSB2202082

[Honorable Joseph T. Ortiz, Department S17]

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

Complaint Filed: January 27, 2022

Trial Date: Not Set

This Joint Stipulation of Class and Representative Action Settlement Agreement (“Settlement Agreement” or “Settlement” or “Agreement”) is made by and between Plaintiff Ana Vallejo (“Plaintiff”) and Defendant Aspire Bakeries LLC, formerly known as Aryzta LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” and individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means *Ana Vallejo v. Aryzta, LLC, et al.*, Superior Court of the State of California, County of San Bernardino, Case No. CIVSB2202082.
- 1.2. “Administrator” means Simpluris, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means \$12,000.00, the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with its “not to exceed” bid, which will be submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all persons employed by Defendant as hourly nonexempt employees who did not sign an arbitration agreement with Defendant containing a class action waiver; who did not sign a severance agreement releasing all claims; or who did not work at the Stockton facility, but otherwise worked in California during the PAGA Period.
- 1.5. “Class” means all persons employed by Defendant as hourly nonexempt employees who did not sign an arbitration agreement with Defendant containing a class action waiver; who did not sign a severance agreement releasing all claims; or who did not work at the Stockton facility, but otherwise worked in California during the Class Period.
- 1.6. “Class Counsel” means Moon Law Group, P.C.
- 1.7. “Class Counsel Fees Payment” means the amount allocated to Class Counsel for reimbursement of the reasonable fees incurred to prosecute the Action.
- 1.8. “Class Counsel Expenses Payment” means the amount allocated to Class Counsel for reimbursement of the reasonable expenses incurred to prosecute the Action.

- 1.9. “Class Data” means Class Member identifying information in Defendant’s possession, including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.10. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member, including a Non-Participating Class Member who qualifies as an Aggrieved Employee.
- 1.11. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.12. “Class Notice” means the court-approved notice of class and representative action settlement and Final Approval Hearing, to be mailed to Class Members in English and Spanish, substantially in the form attached to this Agreement as **Exhibit A** and incorporated by reference into this Agreement.
- 1.13. “Class Period” means the period from January 1, 2019, through the date the Court grants Preliminary Approval of the Settlement.
- 1.14. “Class Representative” means Ana Vallejo, the named Plaintiff in the Operative Complaint.
- 1.15. “Class Representative Service Payment” means the payment to the Class Representative for initiating and providing services in support of the Action.
- 1.16. “Court” means the Superior Court of California, County of San Bernardino.
- 1.17. “Defendant” means named Defendant Aspire Bakeries LLC, formerly known as Aryzta LLC.
- 1.18. “Defense Counsel” means Sheppard, Mullin, Richter & Hampton LLP.
- 1.19. “Effective Date” means the date both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters

the Judgment; (b) if one or more Participating Class Members object(s) to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.20. “Final Approval Order” means the Court’s Order Granting Final Approval of the Settlement.

1.21. “Final Approval Hearing” means the Court’s Hearing on the Motion for Final Approval of the Settlement.

1.22. “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.23. “Gross Settlement Amount” means \$950,000.00, which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 7 below. The Gross Settlement Amount will be used to pay the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.

1.24. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.25. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties, allocated pursuant to Labor Code section 2699(i) and calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699(i).

1.27. “LWDA PAGA Payment” means the LWDA’s 75% share of the PAGA Penalties, allocated pursuant to Labor Code section 2699(i).

1.28. “Net Settlement Amount” means the Gross Settlement Amount less the following payments in the amounts approved by the Court: the Individual PAGA Payments,

LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. “Non-Participating Class Member” means a Class Member who opts out of the Settlement Agreement by sending the Administrator a valid and timely Request for Exclusion.

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

1.31. “PAGA Period” means the period from January 21, 2021, through the date the Court grants Preliminary Approval of the Settlement.

1.32. “PAGA” means the Private Attorneys General Act, Labor Code sections 2698, *et seq.*

1.33. “PAGA Notices” means Plaintiff’s January 21, 2021 letter and March 8, 2022 amended letter to Defendant and the LWDA providing written notice pursuant to Labor Code section 2699.3(a).

1.34. “PAGA Penalties” means \$80,000.00, which is the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in settlement of the Released PAGA claims.

1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. “Plaintiff” means Ana Vallejo, the named plaintiff in the Action.

1.37. “Preliminary Approval Order” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.38. “Released Class Claims” means the claims released as described in Paragraph 5.2.

1.39. “Released PAGA Claims” means the claims released as described in Paragraph 5.3.

1.40. “Released Parties” means: Defendant and each of its past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related

companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, service providers, joint venturers, joint employers, co-employers, dual employers, alleged joint employers, alleged co-employers, alleged dual employers, affiliates, alter-egos, and affiliated organizations, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns.

1.41. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Settlement signed by the Class Member. For the Request for Exclusion to be valid, it must include the Class Member's full name, signature, address, telephone number, and a written statement requesting to be excluded from this Settlement. The Request for Exclusion must be returned by fax or mail to the Settlement Administrator at the specified address or facsimile number and postmarked or faxed on or before the Response Deadline. The date of the postmark or fax receipt confirmation will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A Class Member who does not submit a timely and valid Request for Exclusion from the Settlement will be deemed a Class Member and will be bound by all terms of the Settlement Agreement if the Settlement is granted Final Approval by the Court.

1.42. "Response Deadline" means forty-five (45) calendar days after the Administrator mails the Class Notice to the Class Members and shall be the last date on which Class Members may: (a) fax or mail a Request for Exclusion from the Settlement; or (b) fax or mail an Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the expiration of the Response Deadline. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the deadline for Class Members to submit a Request for Exclusion or Objection to the Settlement.

1 1.43. “Workweek” means any week in which a Class Member was engaged in any productive
2 work activity for which they were paid as a non-exempt employee, not including paid
3 time off or leaves of absence

4 **2. RECITALS.**

5 2.1. On January 21, 2022, Plaintiff submitted to the LWDA, and sent via certified mail to
6 Defendant, a notice of Labor Code violations pursuant to Labor Code section 2699.3(a).

7 2.2. On January 27, 2022, Plaintiff commenced the Action by filing a Class Action
8 Complaint against Defendant, which alleged seven individual and class causes of action
9 for violation of the California Labor Code (“Labor Code”) and one cause of action for
10 violation of the California Business and Professions Code.

11 2.3. On March 8, 2022, Plaintiff submitted to the LWDA, and sent via certified mail to
12 Defendant, an amended notice of Labor Code violations pursuant to Labor Code section
13 2699.3(a), which updated the mailing address for Defendant Aryzta IV, Inc.

14 2.4. On June 20, 2022, Plaintiff filed a First Amended Class and Representative Action
15 Complaint (“First Amended Complaint”) against Defendant, which alleged a ninth
16 representative cause of action for Civil Penalties under PAGA.

17 2.5. On September 19, 2022, Defendant deposed Plaintiff.

18 2.6. On January 4, 2024, the Parties participated in an all-day mediation presided over by
19 Eve Wagner, Esq., which led to the instant Settlement. Prior to mediation, Plaintiff
20 obtained, through informal discovery, in addition to other data and documents, a twenty-
21 five percent (25%) sample of the time and corresponding payroll records of the Class
22 and the employee handbooks and other wage and hour policies in effect during the Class
23 Period.

24 2.7. On or around February 27, 2024, Plaintiff filed a Second Amended Class and
25 Representative Action Complaint (the “Operative Complaint”) against Defendant, which
26 alleged an additional cause of action for failure to properly calculate and/or pay sick pay
27 at the regular rate of pay, in accordance with Plaintiff’s agreement to do so as a
28 condition of Settlement.

1 2.8. The Parties stipulate to class certification for the purpose of the instant Settlement as to
2 the Participating Class Members and Released Class Claims.

3 2.9. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of
4 any other pending matter or action asserting claims that will be extinguished or affected
5 by the Settlement.

6 **3. MONETARY TERMS.**

7 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 7 below,
8 Defendant promises to pay \$950,000.00 as the Gross Settlement Amount and any and
9 all employer payroll taxes owed on the Wage Portions of the Individual Class
10 Payments, which shall be paid separately. Defendant has no obligation to pay the Gross
11 Settlement Amount or any payroll taxes prior to the deadline stated in Paragraph 4.2 of
12 this Agreement. The Administrator will disburse the entire Gross Settlement Amount
13 without asking or requiring Participating Class Members or Aggrieved Employees to
14 submit any claim as a condition of payment. None of the Gross Settlement Amount will
15 revert to Defendant.

16 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
17 the following payments from the Gross Settlement Amount, in the amounts specified
18 by the Court in the Final Approval Order:

19 3.2.1. To Plaintiff: A Class Representative Service Payment to the Class
20 Representative of not more than \$7,500.00, in addition to the Individual Class
21 Payment and Individual PAGA Payment the Class Representative is entitled to
22 receive as a Participating Class Member and Aggrieved Employee. Defendant
23 will not oppose Plaintiff's request for a Class Representative Service Payment
24 that does not exceed this amount. Plaintiff and/or Class Counsel will file a
25 motion for the Class Representative Service Payment no later than sixteen (16)
26 court days prior to the Final Approval Hearing. If the Court approves of a Class
27 Representative Service Payment less than the amount requested, the
28 Administrator will retain the remainder in the Net Settlement Amount. The

1 Administrator will pay the Class Representative Service Payment using IRS
2 Form 1099. Plaintiff shall be solely and legally responsible for paying any and
3 all applicable taxes on this payment and shall hold Defendant harmless from
4 any claim or liability for taxes, penalties, or interest arising as a result of the
5 payment. Defendant makes no representations as to the tax treatment or legal
6 effect of the payment called for herein, and Plaintiff is not relying on any
7 statement or representation by Defendant or its counsel in this regard.

8 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one third of
9 the Gross Settlement Amount, or \$316,666.67, and a Class Counsel Expenses
10 Payment of not more than \$28,000.00. Defendant will not oppose Plaintiff's
11 request for a Class Counsel Fees Payment and Class Counsel Expenses
12 Payment that does not exceed these amounts. Plaintiff and/or Class Counsel
13 will file a motion for the Class Counsel Fees Payment and Class Counsel
14 Expenses Payment no later than sixteen (16) court days prior to the Final
15 Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or
16 Class Counsel Expenses Payment less than the amounts requested, the
17 Administrator will allocate the remainder to the Net Settlement Amount.
18 Released Parties shall have no liability to Class Counsel or any other Plaintiff's
19 Counsel arising from any claim to any portion of any Class Counsel Fee
20 Payment and/or Class Counsel Expenses Payment. The Administrator will pay
21 the Class Counsel Fees Payment and Class Counsel Expenses Payment using
22 one or more IRS 1099 Forms. Class Counsel assumes full responsibility and
23 liability for taxes owed on the Class Counsel Fees Payment and Class Counsel
24 Expenses Payment. Class Counsel holds Defendant harmless, and indemnifies
25 Defendant, from any dispute or controversy regarding any division or sharing of
26 any of these Payments.

27 3.2.3. To the Administrator: An Administration Expenses Payment of not more than
28 \$12,000.00, except for a showing of good cause and as approved by the Court.

Plaintiff and/or Class Counsel will file a motion for the Administration Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves an Administration Expenses Payment less than the amount requested, or if the Administration Expense Payment is less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. To the extent the actual Administration Expenses Payment is greater than \$12,000.00, such excess amount will be taken from the Gross Settlement Amount, subject to the Court's approval.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. Thirty percent (30%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for wages (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Seventy percent (70%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion is not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties of not more than \$80,000.00 to be paid from the Gross Settlement Amount, with seventy-five percent (75%) (i.e., \$60,000.00) allocated to the LWDA PAGA Payment and twenty-five percent (25%) (i.e., \$20,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties.

3.2.5.2. If the Court approves PAGA Penalties 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. Class Data. No later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of the instant Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible.

4.1.1. Without any extension of the deadline by which Defendant must send the Class 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 Class Data.

4.2. Funding of Gross Settlement Amount. No later than fourteen (14) business days after the Effective Date of the Settlement, Defendant shall fund the entire Gross Settlement Amount and its share of payroll taxes by transmitting such funds to the Administrator. Defendant has no obligation to deposit such funds in a separate account prior to the deadlines set forth herein.

4.3. Payments from the Gross Settlement Amount. No later than fourteen (14) calendar days after Defendant funds the entire Gross Settlement Amount, the Administrator shall mail checks for the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Administration Expenses Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, and Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, Class Counsel Expenses Payment, and Class Representative Service Payment shall not precede disbursement of the Individual Class Payments and Individual PAGA Payments.

4.3.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date when the check will be voided. Each check will be voided 180 days after the date of mailing (“void date”). The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members, including those for whom a Class Notice was returned undelivered. The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees and those for whom a Class Notice was returned undelivered.

- 1 4.3.2. The Administrator may send Participating Class Members a single check
2 combining the Individual Class Payment and Individual PAGA Payment.
3 Before mailing any checks, the Settlement Administrator must update the
4 recipient's mailing addresses using the National Change of Address Database.
5 The Administrator must conduct a Class Member Address Search for all other
6 Class Members whose checks are returned undelivered without a USPS
7 forwarding address.
- 8 4.3.3. No later than seven (7) calendar days after receiving a returned check, the
9 Administrator must re-mail checks to the USPS forwarding address provided or
10 to an address ascertained through the Class Member Address Search. The
11 Administrator need not take further steps to deliver checks to Class Members
12 whose re-mailed checks are returned as undelivered. The Administrator shall
13 promptly send a replacement check to any Class Member whose original check
14 was lost or misplaced and who requests the replacement prior to the void date.
- 15 4.3.4. For any Class Member whose Individual Class Payment check or Individual
16 PAGA Payment check is uncashed and cancelled after the void date, or for any
17 Class Member whose envelope is returned and no forwarding address can be
18 located for the Class Member after reasonable efforts have been made,
19 including, but not limited to, skip tracing, the Administrator shall transmit the
20 funds represented by such checks to the California Controller's Unclaimed
21 Property Fund in the name of the Class Member thereby leaving no "unpaid
22 residue" subject to the requirements of California Code of Civil Procedure
23 section 384(b).
- 24 4.3.5. The payment of Individual Class Payments and Individual PAGA Payments
25 shall not obligate Defendant to confer any additional benefits or make any
26 additional payments to Class Members, such as 401(k) contributions or
27 bonuses, beyond those specified in this Agreement. Rather, it is the Parties'
28 intention that this Settlement Agreement will not affect any rights,

contributions, or amounts to which any Class Members may be entitled under any benefit plans.

5. **RELEASES OF CLAIMS.** Effective on the date of the Final Judgment, and the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

5.1. **Plaintiff's Release.** As a condition of receiving any portion of her Class Representative Service Payment, Plaintiff fully and finally releases the Released Parties from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including, but not limited to, all claims arising from or related to her employment with Defendant and her compensation while an employee of Defendant ("Plaintiff's Released Claims"). Plaintiff's Released Claims include, but are not limited to, all claims arising from or related to the Action and related Operative Complaint. Plaintiff's Released Claims include, but are not limited to, all claims for: (i) unpaid wages, including failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, rounded time, and interest; (ii) miscalculation of the regular rate of pay; missed meal period and rest-period premiums, including failure to pay premiums at the regular rate of compensation; (iii) reimbursement for all necessary business expenses; (iv) payment for all hours worked, including off-the-clock work; (v) failure to pay vested, unused vacation pay; (vi) failure to pay sick leave pay at the regular rate of pay; (vii) deductions; (viii) failure to keep accurate records; (ix) unfair business practices; (x) penalties, including, but not limited to, civil penalties, statutory penalties, recordkeeping penalties, minimum-wage penalties, wage statement penalties, and waiting-time penalties; and (xi) attorneys' fees and costs. Plaintiff's Released Claims also include all claims arising under the: (i) California Labor Code, including, but not limited to, sections 90.5, 201, 202, 203, 204, 213, 218.5, 221, 223, 226, 226.3, 226.7, 227.3, 246, 432, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1670.5, 2698 *et seq.*, 2699 *et*

1 *seq.*, 2699.3, 2800, and 2802; (ii) Wage Orders of the California Industrial Welfare
2 Commission; (iii) California Private Attorneys General Act of 2004 (“PAGA”); (iv)
3 California Business and Professions Code sections 17200, *et seq.*; (v) California Civil
4 Code, including, but not limited to, sections 3287, 3336, and 3294; (vi) California Code
5 of Civil Procedure section 1021.5; (vii) California common law of contract; (viii) FLSA,
6 29 U.S.C. sections 201, *et seq.*; (ix) federal common law; and (ix) Employee
7 Retirement Income Security Act, 29 U.S.C. sections 1001, *et seq.* (“ERISA”). Plaintiff’s
8 Released Claims also include all claims for lost wages and benefits, emotional distress,
9 retaliation, punitive damages, and attorneys’ fees and costs arising under federal, state, or
10 local laws for discrimination, harassment, retaliation, and wrongful termination, such as,
11 by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil
12 Rights Act of 1964, the Americans With Disabilities Act, Age Discrimination in
13 Employment Act; California Fair Employment and Housing Act; and the law of contract
14 and tort (“Plaintiff’s Release”). Plaintiff’s Release excludes the release of claims not
15 permitted by law.

16 5.1.1. Plaintiff’s Released Claims include any and all claims, known or unknown. Even
17 if Plaintiff discovers facts in addition to or different from those that she now
18 knows or believes to be true with respect to the subject matter of Plaintiff’s
19 Released Claims, those claims will remain released and forever barred. Thus,
20 Plaintiff expressly waives and relinquishes the provisions, rights and benefits of
21 section 1542 of the California Civil Code, which reads:

22 **A general release does not extend to claims that the creditor or**
23 **releasing party does not know or suspect to exist in his or her**
24 **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.

25 5.2. Release by Participating Class Members: All Participating Class Members fully and
26 finally release the Released Parties from any and all claims alleged in the Action, arising
27 from facts and claims alleged in the Action, or that could have been raised in the Action
28 based on the facts and claims alleged in the Operative Complaint (“Released Class

Claims”). The Released Class Claims include all claims for: (i) failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; (ii) the calculation and payment of the regular rate of pay; (iii) missed meal period and rest-period premiums, including failure to pay premiums at the regular rate of compensation; (iv) the provision of wage statements; (v) the alleged failure to pay vested, unused vacation pay; (vi) the alleged failure to pay sick leave pay at the regular rate of pay; (vii) reimbursement for all necessary business expenses; (viii) payment for all hours worked, including off-the-clock work; (ix) deductions; (x) failure to keep accurate records; (xi) unfair business practices; (xii) penalties, including, but not limited to, civil penalties, statutory penalties, recordkeeping penalties, minimum-wage penalties, wage statement penalties, and waiting-time penalties; (xiii) attorneys’ fees and costs; (xiv) all derivative claims; and (xv) all claims related to the Released Class Claims which are asserted in the Action or which could have been asserted based on the factual allegations pled in the Action arising under the California Labor Code, including, but not limited to, sections 201, 202, 203, 246, 248.5, 2698 *et seq.*; Wage Orders 4-2001, 5-2001, and 7-2001 of the California Industrial Welfare Commission; California Private Attorneys General Act of 2004 (“PAGA”); and California Business and Professions Code section 17200 (collectively, “Participating Class Members’ Release). The Participating Class Members’ Release excludes the release of claims not permitted by law.

5.3. Release by Aggrieved Employees: All Aggrieved Employees fully and finally release the Released Parties from any and all claims for PAGA civil penalties asserted in the Action, arising from the facts and claims alleged in the Action, or that could have been raised in the Action based on the facts and claims alleged in the Operative Complaint and/or in Plaintiff’s PAGA Notices (“Released PAGA Claims”). The Released PAGA Claims include all claims for PAGA civil penalties premised upon California Labor Code sections 200, 201, 202, 203, 204, 208, 210, 218.5, 218.6, 221, 222, 223, 226, 226.2, 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197,

1197.1, 1198, and 1199, *et seq.* and the California Industrial Commission Wage Orders; and all other claims for civil penalties recoverable under the California Private Attorneys General Act of 2004, based on the facts or claims alleged in the Operative Complaint at any time during the PAGA Period (collectively, “Aggrieved Employees’ Release”). The Released PAGA Claims do not release any Aggrieved Employees’ claims for wages or statutory penalties, and the Aggrieved Employees may not opt out of the Released PAGA Claims.

6. **SETTLEMENT ADMINISTRATION.**

6.1. **Selection of Administrator.** The Parties have jointly selected Simpluris, Inc. to serve as the Administrator and verified that, as a condition of appointment, Simpluris, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. 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.

6.2. **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.

6.3. **Qualified Settlement Fund.** The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation § 468B-1.

6.4. **Notice to Class Members.** No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

6.4.1. No later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice in

English and Spanish, substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payments payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

6.4.2. No later than three (3) business days after its receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by USPS. If USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by USPS a second time.

6.4.3. The deadlines for Class Members' written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the forty-five (45) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

6.4.4. If the Administrator, Defendant, Defense Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement no later

1 than fourteen (14) calendar days after receipt of Class Notice, or the deadline
2 dates in the Class Notice, whichever are later.

3 6.5. Requests for Exclusion (Opt-Outs). Class Members who wish to exclude themselves
4 from the Class Settlement must send the Administrator by fax or mail, a signed written
5 Request for Exclusion no later than forty-five (45) calendar days after the Administrator
6 mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members
7 whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class
8 Member or his/her representative that reasonably communicates the Class Member's
9 election to be excluded from the Settlement and includes the Class Member's name,
10 address, and telephone number. To be valid, a Request for Exclusion must be timely
11 faxed or postmarked by the Response Deadline. The date of the postmark on the return
12 mailing envelope or the fax receipt confirmation will be the exclusive means to
13 determine whether a Request for Exclusion has been timely submitted.

14 6.5.1. If a Class Member's Request for Exclusion is defective as to the requirements
15 listed herein, that Class Member will be given an opportunity to cure the
16 defect(s). The Administrator will mail the Class Member a cure letter within
17 three (3) business days of receiving the defective submission to advise the Class
18 Member that his or her submission is defective and that the defect must be cured
19 to render the Request for Exclusion valid. The Class Member will have until the
20 later of (a) the Response Deadline or (b) fourteen (14) calendar days from the
21 date of the cure letter, whichever date is later, to postmark or fax a revised
22 Request for Exclusion. The Administrator's determination of authenticity shall be
23 final and not appealable or otherwise susceptible to challenge.

24 6.5.2. Every Class Member who does not submit a timely and valid Request for
25 Exclusion is deemed to be a Participating Class Member under this Agreement,
26 entitled to all benefits and bound by all terms and conditions of the Settlement,
27 including the Participating Class Members' Releases under Paragraphs 5.2 and
28 5.3 of this Agreement, regardless of whether the Participating Class Member

1 actually receives the Class Notice or objects to the Settlement.

2 6.5.3. Every Class Member who submits a valid and timely Request for Exclusion is a
3 Non-Participating Class Member and shall not receive an Individual Class
4 Payment or have the right to object to the class action components of the
5 Settlement. Because future PAGA claims are subject to claim preclusion upon
6 entry of the Judgment, Non-Participating Class Members who are Aggrieved
7 Employees are deemed to release the claims identified in Paragraph 5.3 of this
8 Agreement and are eligible for an Individual PAGA Payment.

9 6.6. Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45)
10 calendar days after the Administrator mails the Class Notice (plus an additional fourteen
11 (14) calendar days for Class Members whose Class Notice is re-mailed) to challenge the
12 number of Workweeks and PAGA Pay Periods allocated to the Class Member and/or
13 Aggrieved Employee in the Class Notice.

14 6.6.1. The Class Member and/or Aggrieved Employee may challenge the allocation by
15 communicating with the Administrator via fax or mail on or before the Response
16 Deadline. The date of the postmark or fax receipt confirmation will be the
17 exclusive means to determine whether a challenge to calculation of Workweeks
18 and/or Pay Periods has been timely submitted. The Administrator must encourage
19 the challenging Class Member to submit supporting documentation. In the
20 absence of any contrary documentation, the Administrator is entitled to presume
21 that the Workweeks contained in the Class Notice are correct so long as they are
22 consistent with the Class Data. The Administrator's determination of each Class
23 Member's allocation of Workweeks and/or Pay Periods shall be final and not
24 appealable or otherwise susceptible to challenge. The Administrator shall
25 promptly provide copies of all challenges to calculation of Workweeks and/or
26 Pay Periods to Defense Counsel and Class Counsel and the Administrator's
27 determination of the challenges. All such challenges are to be resolved not later
28 than fourteen (14) calendar days after the Response Deadline.

1 6.7. Objections to Settlement. Only Participating Class Members may object to the class
2 action components of the Settlement and/or this Agreement, including contesting the
3 fairness of the Settlement and/or amounts requested for the Class Counsel Fees Payment,
4 Class Counsel Litigation Expenses Payment and/or Class Representative Service
5 Payment.

6 6.7.1. Participating Class Members may send written objections to the Administrator,
7 by fax or mail. In the alternative, Participating Class Members may appear in
8 Court (or hire an attorney to appear in Court) to present verbal objections at the
9 Final Approval Hearing. A Participating Class Member who elects to send a
10 written objection to the Administrator must do so not later than forty-five (45)
11 calendar days after the Administrator's mailing of the Class Notice (plus an
12 additional fourteen (14) calendar days for Class Members whose Class Notice
13 was re-mailed). To be valid, any objection must: (1) contain the objecting Class
14 Member's full name and current address, as well as contact information for any
15 attorney representing the objecting Class Member, if any, for purposes of the
16 objection; (2) include all objections and the factual and legal bases for same; (3)
17 include any and all supporting papers, briefs, written evidence, declarations,
18 and/or other evidence; and (4) be postmarked no later than the Response
19 Deadline.

20 6.7.2. Non-Participating Class Members have no right to object to any of the class
21 action components of the Settlement.

22 6.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
23 performed or observed by the Administrator contained in this Agreement or otherwise.

24 6.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish
25 and maintain and use an internet website to post information of interest to Class
26 Members including the date, time and location for the Final Approval Hearing
27 and copies of the Settlement Agreement, Motion for Preliminary Approval, the
28 Preliminary Approval, Class Notice, Motion for Final Approval, Motion for

1 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and
2 Class Representative Service Payment, and Final Approval and Judgment. The
3 Administrator will also maintain and monitor an email address and a toll-free
4 telephone number to receive Class Member calls, faxes and emails.

5 6.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
6 promptly review on a rolling basis Requests for Exclusion to ascertain their
7 validity. No later than five (5) days after the expiration of the deadline for
8 submitting Requests for Exclusion, the Administrator shall email a list to Class
9 Counsel and Defense Counsel containing (a) the names and other identifying
10 information of Class Members who have timely submitted valid Requests for
11 Exclusion (“Exclusion List”); (b) the names and other identifying information of
12 Class Members who have submitted invalid Requests for Exclusion; (c) copies of
13 all Requests for Exclusion from Settlement submitted (whether valid or invalid).

14 6.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
15 reports to Class Counsel and Defense Counsel that, among other things, tally the
16 number of: Class Notices mailed or re-mailed, Class Notices returned
17 undelivered, Requests for Exclusion (whether valid or invalid) received,
18 objections received, challenges to Workweeks and/or PAGA Pay Periods
19 received and/or resolved, and checks mailed for Individual Class Payments and
20 Individual PAGA Payments (“Weekly Report”). The Weekly Reports must
21 include provide the Administrator’s assessment of the validity of Requests for
22 Exclusion and attach copies of all Requests for Exclusion and objections
23 received.

24 6.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
25 address and make final decisions consistent with the terms of this Agreement on
26 all Class Member challenges over the calculation of Workweeks and/or Pay
27 Periods. The Administrator’s decision shall be final and not appealable or
28 otherwise susceptible to challenge.

6.8.5. Administrator's Declaration. No later than fourteen (14) calendar days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel (i) a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written Objections; and (ii) the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

6.8.6. Final Report by Settlement Administrator. No later than fourteen (14) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fourteen (14) calendar days before any deadline set by the Court, the Administrator will prepare and submit to Class Counsel a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

7. ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, there are 401 Class Members and 54,000 total Workweeks from January 1, 2019 to January 4, 2024. If the actual number of total Workweeks from January 1, 2019 through the date the Court grants Preliminary Approval of the Settlement exceeds 54,000 by more than ten percent (10%), i.e., exceeds 59,400, Defendant, at its sole discretion, may either: (1) cut off the end date for the Class Period as of the date on which the number of workweeks reaches 59,400; or (2) increase the Gross Settlement Amount on a

proportional basis equal to the percentage increase in number of Workweeks worked by the Class Members above the ten percent (10%), i.e., if there is an eleven percent (11%) increase in the number of Workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount by one percent (1%).

8. DEFENDANT'S RIGHT TO WITHDRAW.

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five percent (5%) of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement within fourteen (14) calendar days after expiration of the Response Deadline. If Defendant elects to withdraw from the Settlement, Defendant must notify Class Counsel and the Court of its decision no later than fourteen (14) calendar days after expiration of the Response Deadline, and Defendant will be responsible for paying all Settlement Administration Expenses incurred to that point. Further, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement, except as provided in this Paragraph.

9. MOTION FOR FINAL APPROVAL.

No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l) and a Proposed Final Approval Order and Judgment (collectively "Motion for Final Approval").

9.1. Response to Objections. Each Party retains the right to respond to any Objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, including, but not limited to, the scope of release to be granted by Class Members, the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment,

Class Counsel Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Expenses Payment reflected set forth in the instant Settlement, the Parties, their respective counsel, and all Participating Class Members 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 an objector 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.

9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not

constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. AMENDED JUDGMENT.

If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.1. Entire Agreement. This Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms.

11.2. No Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law. If Final Approval does not occur, the Parties agree that this Agreement is void, but remains protected by California Evidence Code Section 1152.

11.3. Class Certification or Representative Manageability for Other Purposes. The Parties agree to stipulate to class certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. If, for

any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Action, Plaintiff reserves the right to move for class certification on any grounds available, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with any litigation, except for proceedings to enforce or effectuate the Settlement and this Agreement.

11.4. No Press Releases/Advertisements. Neither Plaintiff nor Plaintiff's Counsel shall issue any press release or announcement of any kind related in any way to the Settlement. Plaintiff and Class Counsel agree to limit their statements regarding the terms of the Settlement, whether oral, written, or electronic (including the world wide web), to say the Class Action has been resolved and that Plaintiff and Class Counsel are satisfied with the Settlement terms. Nothing in this Section is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class Counsel, including but not limited to: (1) as required by law; (2) as required under the terms of the Settlement; and/or (3) as required under counsel's duties and responsibilities as Class Counsel. This Settlement shall not be advertised or mentioned on any source, including Plaintiff's Counsel's personal or firm website.

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

11.6. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or

1 appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
2 Counsel's ability to communicate with Class Members in accordance with Class
3 Counsel's ethical obligations owed to Class Members.

4 11.7. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
5 together with its attached exhibits shall constitute the entire agreement between the
6 Parties relating to the Settlement, superseding any and all oral representations,
7 warranties, covenants, or inducements made to or by any Party.

8 11.8. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
9 represent that they are authorized by Plaintiff and Defendant, respectively, to take all
10 appropriate action required or permitted to be taken by such Parties pursuant to this
11 Agreement to effectuate its terms, and to execute any other documents reasonably
12 required to effectuate the terms of this Agreement including any amendments to this
13 Agreement.

14 11.9. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
15 the Court will first attempt to construe the provision as valid to the fullest extent possible
16 consistent with applicable precedents so as to define all provisions of this Agreement
17 valid and enforceable.

18 11.10. Waiver. No waiver of any condition or covenant contained in this Agreement or failure
19 to exercise a right or remedy by any of the Parties hereto will be considered to imply or
20 constitute a further waiver by such party of the same or any other condition, covenant,
21 right or remedy.

22 11.11. Cooperation. The Parties and their counsel will cooperate with each other and use their
23 best efforts, in good faith, to implement the Settlement by, among other things,
24 modifying the Settlement Agreement, submitting supplemental evidence and
25 supplementing points and authorities as requested by the Court. In the event the Parties
26 are unable to agree upon the form or content of any document necessary to implement
27 the Settlement, or on any modification of the Agreement that may become necessary to
28 implement the Settlement, the Parties will seek the assistance of a mediator and/or the

Court for resolution.

11.12. 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.

11.13. No Tax Advice. Neither Plaintiff, Class 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.

11.14. 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.

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

11.16. 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.

11.17. 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.

11.18. 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.

11.19. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class 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. No later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

11.20. 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.

11.21. 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.

11.22. 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:

MOON LAW GROUP, P.C.
Kane Moon
Allen Feghali
Jacquelyne VanEmmerik
1055 West Seventh Street, Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128

To Defendant:

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
Derek R. Havel
Emily A. Papania
333 South Hope Street, 43rd Floor
Los Angeles, California 90071-1422
Telephone: (213) 620-1780
Facsimile: (213) 620-1398

1 11.23. Execution in Counterparts. This Agreement may be executed in one or more counterparts
2 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this
3 Agreement shall be accepted as an original. All executed counterparts and each of them
4 will be deemed to be one and the same instrument if counsel for the Parties will
5 exchange between themselves signed counterparts. Any executed counterpart will be
6 admissible in evidence to prove the existence and contents of this Agreement.

7 11.24. Binding Agreement. The Parties warrant that they understand and have full authority to
8 enter into this Settlement, intend that this Agreement will be fully enforceable and
9 binding on all Parties, and agree that it will be admissible and subject to disclosure in any
10 proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions
11 that otherwise might apply under federal or state law. Plaintiff, and not her
12 representative(s), must personally execute this Agreement. An authorized officer of
13 Defendant must execute this Agreement on behalf of Defendant. This Agreement shall
14 become binding and enforceable pursuant to California Code of Civil Procedure section
15 664.6.

16 11.25. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
17 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties
18 further agree that upon the signing of this Agreement that pursuant to CCP section
19 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the
20 entire period of this settlement process.

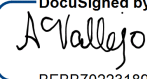
21 *Signatures on following page.*
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Plaintiff & Class Representative:

Dated: 3/11/2024, 2024

By: _____

Plaintiff, Ana Vallejo

DocuSigned by:

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Plaintiff's Counsel:

Dated: March 11, 2024

MOON LAW GROUP, P.C.

By: _____

Kane Moon
Allen Feghali
Jacquelyne VanEmmerik
Attorneys for Plaintiff, Ana Vallejo

Defendant:

Dated: , 2024

On behalf of Defendant, Aspire Bakeries LLC, formerly known as Aryzta LLC

By: _____

Print Name

Signature

Title

Defendant's Counsel:

Dated: , 2024

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By: _____

Derek R. Havel
Emily Papania
Attorneys for Defendant, Aspire Bakeries LLC,
formerly known as Aryzta, LLC

Plaintiff & Class Representative:

Dated: , 2024

By: _____
Plaintiff, Ana Vallejo

Plaintiff's Counsel:

Dated: , 2024

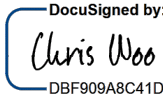
MOON LAW GROUP, P.C.

By: _____
Kane Moon
Allen Feghali
Jacquelyne VanEmmerik
Attorneys for Plaintiff, Ana Vallejo

Defendant:

Dated: March 18 , 2024

On behalf of Defendant, Aspire Bakeries LLC, formerly
known as Aryzta LLC

By: _____
Chris Woo
Print Name

DBF909A8C41D4AF...
Signature
General Counsel
Title

Defendant's Counsel:

Dated: March 18 , 2024

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By: _____

Derek R. Havel
Emily Papania
Attorneys for Defendant, Aspire Bakeries LLC,
formerly known as Aryzta, LLC