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Attorneys for BENITO III UY and SHOHRA YOUSUFPOOR, individually and on behalf of all others similarly situated

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

BENITO III UY, individually and on behalf of all others similarly situated,

Plaintiff,

v.

SFC MARKETS INCORPORATED, a California Corporation, doing business as Seafood City Supermarket and FORTUNE MANAGEMENT COMPANY, INC., a California Corporation; and DOES 1-50, inclusive,

Defendants.

Lead Case No. CGC-22-597850
[Consolidated with CGC-22-598941 and CGC-23-607372]

Assigned for All Purposes to
the Honorable Jeffrey Ross
Room: 606

[PROPOSED] ORDER APPROVING RENEWED PAGA SETTLEMENT AND JUDGMENT

Date: January 16, 2026
Time: 10:30 a.m.
Dept.: 606

[PROPOSED] ORDER

This matter came on for hearing January 16, 2026 at 10:30 a.m. in Department 606 of the above-entitled Court, the Honorable Jeffrey Ross presiding. Based on the pleadings on record, all papers submitted in connection with Plaintiffs' Notice of Unopposed Renewed Motion and Renewed Motion to Approve PAGA Settlement (the "Motion"), and for good cause appearing, Plaintiffs' Unopposed Motion is GRANTED.

The Court having reviewed the Amended Representative Private Attorneys General Act Settlement Agreement and Release ("Settlement" or "Settlement Agreement") hereby ORDERS AND ADJUDGES:

1. The Court, for purposes of this Order, refers to all defined terms as set forth in the Settlement Agreement.

2. The Court finds the Settlement was entered into in good faith, that the settlement is fair, reasonable and adequate, and that the settlement satisfies the standards and applicable requirements for approval of PAGA representative actions under California law. The Settlement is hereby accepted and approved.

3. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

4. The Settlement is not an admission by Defendants nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, may be used as an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants.

5. The Court hereby confirms James Hawkins, Gregory Mauro, Michael Calvo, Lauren Falk and Ava Issary as PAGA Counsel.

6. The Court appoints ILYM Group, Inc. Administrators as the Settlement Administrator to administer the Settlement pursuant to the terms of the Settlement Agreement.

7. Defendants shall pay the Gross Settlement Amount of $255,000.00 according to the terms of the Settlement Agreement.

8. The Net Settlement Amount means the Gross Settlement Amount ($255,000.00) minus the following: (a) Attorneys' Fees to Plaintiffs' Counsel in the amount of $63,750.00; (b) $40,849.26 allocated to litigation costs; and (c) up to $5,550.00 allocated to Settlement Administrator Costs.

(a) The Court approves payment to Plaintiffs' counsel of Attorneys' Fees in the amount of $63,750.00 to be paid from the Gross Settlement Amount;

(b) The Court approves payment to Plaintiffs' counsel of actual litigation costs in the amount of $40,849.26 to be paid from the Gross Settlement Amount;

(c) The Court approves payment to the Settlement Administrator for its reasonable costs and fees to administer the Settlement, up to $5,550.00 to be paid from the Gross Settlement Amount;

(d) The Court approves the General Release Payments to Plaintiff Uy for $5,000.00 and Plaintiff Yousufpoor for $5,000.00; and

(e) Any difference from these amounts will be added to the Net Settlement Amount.

9. In accordance with Labor Code § 2699(i), of the Net Settlement Amount ($134,850.24), 75% ($101,138.05) is allocated to the LWDA, and the remaining 25% ($33,712.69) is allocated to the Aggrieved Employees on a pro-rata basis.

10. The "PAGA Period" means the time period of January 26, 2021 through March 12, 2025.

11. The Court directs Defendants to deposit the Gross Settlement Amount with the Settlement Administrator within 30 days of the Court's settlement approval order.

12. The amount of each Aggrieved Employee's individual settlement payment will be calculated as follows: twenty-five (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees on a pro-rata basis, based on their respective number of pay periods worked for Defendants during the PAGA Period.

13. By operation of this Order, Plaintiffs shall fully, finally, and forever release and discharge Defendants and the Released Parties from any and all of Plaintiffs' released claims and shall be forever barred from pursuing such released claims against Defendants and the Released Parties.

14. By operation of this Order, the State of California (including the LWDA) and the Aggrieved Employees (including Plaintiffs) shall for the PAGA Period fully, finally and forever release and discharge Defendants and the Released Parties from any and all PAGA Released Claims, as defined in the Settlement Agreement.

15. The Court further notes that the Parties have entered into separate individual settlements, which are effective only upon this approval. Pursuant to the Agreement, Plaintiff Uy shall take all necessary steps to dismiss with prejudice Plaintiff's individual claims and to dismiss without prejudice the Class Action claims filed on January 26, 2022, against Defendants and all related Releasees. Within three (3) court days of receiving the Settlement Payment, the Parties shall file a Request for Dismissal of the Court Action consistent with the terms of the Agreement and submit a CRC 3.770 declaration regarding arbitration agreements as required. Plaintiff Shohra Yousufpoor shall take all necessary steps to dismiss, with prejudice, her individual wage-related claims filed June 23, 2023, against Defendants and all related Releasees. Plaintiff Yousufpoor shall not participate, as to any released claims, in any class, collective, or representative action against any Defendant or Releasee. Within three (3) court days of receiving the Settlement Payment, the Parties shall file a Request for Dismissal of the Court Action consistent with the Agreement. Approval of this Settlement does not release or discharge Plaintiff Yousufpoor's separate individual non-wage-related lawsuit entitled *Shohra Yousufpoor, et al. v. SFC Markets, et al*., Orange County Superior Court, Case No. 30-2024-01392761-CU-WT-CJC.

16. The settlement checks distributed to aggrieved employees are valid for 90 days from the original date of issuance and mailing, and if they are not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property

Division in the aggrieved employee's name and in the amount of their respective Individual Settlement Share.

17. The Court approves of the proposed Cover Letter attached to the Settlement Agreement as **Exhibit A** to be sent to Aggrieved Employees along with their respective settlement check.

18. Under California Code of Civil Procedure section 664.6, the Court retains jurisdiction over the Parties to the fullest extent necessary to interpret, enforce, and effectuate the terms and intent of the Settlement and this Order.

19. Plaintiffs' counsel shall submit a copy of this Order to the LWDA within seven (7) days of the entry of the Order.

IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.

DATED:________________________

____
THE HONORABLE JEFFREY ROSS
JUDGE OF THE SUPERIOR COURT

Exhibit A

AMENDED REPRESENTATIVE PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement" or "Settlement") is made between Plaintiff BENITO III UY ("Plaintiff Uy") and Plaintiff SHOHRA YOUSUFPOOR ("Plaintiff Yousufpoor") (collectively, "Plaintiffs"), on behalf of themselves, all others similarly situated, and as representatives of the State of California as to the Aggrieved Employees (as defined in Section 3(a)(5) on the one hand, and SFC MARKETS INCORPORATED ("SFC Markets") and FORTUNE MANAGEMENT COMPANY, INC ("Fortune") (collectively, "Defendants"), on the other hand, subject to approval by the Court. Plaintiffs and Defendants will at times be referred to collectively as the "Parties" and may individually be referred to as a "Party."

1. **Recitals**. This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff Uy is a former non-exempt employee of Defendant SFC Markets. Plaintiff Uy was employed by SFC Markets from approximately November 2020 through March 2021. Plaintiff Yousufpoor is a former non-exempt employee of Defendant SFC Markets. Plaintiff Yousufpoor was employed by SFC Markets from approximately July 2022 through November 2022.

(b) On January 26, 2022, Plaintiff Uy filed a Class Action Complaint in San Francisco County Superior Court, Case No. CGC-22-597850, entitled *Benito III Uy v. SFC Markets Incorporated, et al.*, (the "Class Action") asserting the following causes of action on a class or representative basis against Defendants: (1) Failure to Pay Wages Including Overtime, (2) Failure to Provide Meal Periods, (3) Failure to Provide Rest Periods, (4) Failure to Pay Timely Wages, (5) Failure to Provide Accurate Itemized Wage Statements, and (6) Violation of Unfair Competition Law.

(c) On March 29, 2022, Plaintiff Uy filed a PAGA Complaint in San Francisco County Superior Court, Case No. CGC-22-598941, entitled *Benito III Uy v. SFC Markets Incorporated, et al.*, asserting the following cause of action on an individual and representative basis against Defendants: (1) Violation of Private Attorneys General Act. The PAGA Complaint alleged the following PAGA Violations against Defendants: (1) Failure to Pay Wages Including Overtime, (2) Failure to Provide Meal Periods, (3) Failure to Provide Rest Periods, (4) Failure to Pay Timely Wages, and (5) Failure to Provide Accurate Itemized Wage Statements (the "PAGA Action".) Prior to filing the PAGA Action, Plaintiff Uy submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendants' alleged violations of California Labor Code sections as outlined in his PAGA Complaint, thereby initiating LWDA Case Number LWDA-CM-864849-22 (the "PAGA Notice"). On September 27, 2022, the Class Action and Plaintiff Uy's PAGA Action were consolidated into a single lawsuit, Lead Case No. CGC-22-597850.

(d) On June 23, 2023, Plaintiff Yousufpoor filed a PAGA Complaint in San Francisco County Superior Court Case No. CGC-23-607372, entitled *Shohra Yousufpoor v. SFC Markets Incorporated, et al.*, asserting the following cause of action on an individual and representative basis against Defendants: (1) Violation of Private Attorneys General Act. Within her PAGA Complaint, Plaintiff Yousufpoor alleged the following PAGA Violations against Defendants: (1) Failure to Pay Overtime Wages; (2) Failure to Provide Meal Periods; (3) Failure to Provide Rest Periods; (4) Failure to Pay Timely Wages; (5) Failure to Provide Accurate Itemized Wage Statements; and (6) Failure to Provide Suitable Seating. Prior to filing the Yousufpoor PAGA Complaint, Plaintiffs Uy and Yousufpoor submitted an Amended PAGA Notice to the LWDA pursuant to PAGA, to provide notice of their intent to seek civil penalties under PAGA for Defendants' alleged violations of California Labor Code sections as outlined in Yousufpoor's PAGA Complaint, under existing LWDA Case Number LWDA-CM-864849-22 (the "Amended PAGA Notice").

(e) On October 18, 2023, the Court granted the Joint Stipulation to Consolidate Actions for All Purposes, thereby consolidating *Shohra Yousufpoor v. SFC Markets Incorporated et al.* (Case No. CGC-23-607372) and *Benito III Uy v. SFC Markets Incorporated et al*. (Case No. CGC-22-597850), with CGC-22-597850 designated as the lead case.

(f) On or about May 16, 2024, *Shohra Yousufpoor* initiated her individual arbitration agreement related to her wage and hour claims with JAMS, Case No. 5220006129.

(g) For purposes of this agreement, the "Action" shall mean the PAGA Claims—both their respective non-individual PAGA claims and individual PAGA claims—asserted by Uy and Yousufpoor as the Class Action claims brought by Plaintiff Uy will be dismissed without prejudice.

(h) Defendants deny all allegations in the Action, deny any failure to comply with the laws identified in the Action, deny any failure to comply with the laws identified in Plaintiffs Uy's and Yousufpoor's respective actions/arbitration, and deny any and all liability for the causes of action alleged.

(i) On December 4, 2024, the Parties participated in the third all-day mediation presided over by Gig Kyriacou, Esq., a well-respected and experienced wage and hour mediator, which led to this Agreement to settle the Action.

(e) There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Action and Released Claims (as defined in Section 8(a) below).

2. **No Admission of Wrongdoing**. The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Consideration**.

(a) In consideration for Plaintiffs signing this Settlement Agreement and complying with its terms, Defendants shall pay the maximum gross sum of $255,000 (the "Total Settlement Amount") to resolve the PAGA Action and Released Claims (as defined in

Section 8(a) below), subject only to the potential pro-rata increase as described in Section 3(b) below. The Total Settlement Amount will be paid as follows:

(1) Attorney Fees and Costs: Attorneys' fees in the amount of 25 percent of the Total Settlement Amount, which is $63,750. If the Total Settlement Amount is increased on a pro rata increase as described in Section 3(b) below, Attorneys' fees will be based on the Total Settlement Amount accounting for the pro-rata increase. Reimbursement of litigation costs and expenses in the amount of up to Forty Three Thousand Dollars ($43,000.00) (collectively, "Attorneys' Fees and Costs") to Plaintiff's Counsel, which Defendants will not contest.

(2) Settlement Administration Costs: Costs and expenses of administration of the Settlement up to the amount of $5,550.00 ("Settlement Administration Costs") to ILYM Group,Inc. (the "PAGA Settlement Administrator").

(3) For a general release of all claims Plaintiff Uy may have against Defendants arising out of his employment, Defendants agree to pay Plaintiff Uy the sum of Five Thousand Five Hundred ($5,000) ("General Release Payment".) The General Release Payment will be paid from the Total Settlement Amount. The General Release Payment will be treated and reported for tax purposes as a non-wage payment and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

(4) For a general release of all claims Plaintiff Yousufpoor may have against Defendants for alleged unpaid wages and other benefits, arising out of her employment, Defendants agree to pay Plaintiff Yousufpoor the sum of Five Thousand Five Hundred ($5,000) ("General Release Payment".) The General Release Payment will be paid from the Total Settlement Amount. The General Release Payment will be treated and reported for tax purposes as a non-wage payment and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

(5) The amounts stated in Sections 3(a)(1) – 3(a)(4) above, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the "Net Settlement Amount."

(6) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent (25%) will be distributed to all current and former hourly-paid or non-exempt employees who worked for Defendants in the State of California during the PAGA Period (the "Aggrieved Employees"). The period from January 26, 2021, to the earlier of either the date the Court enters an order approving this Settlement or 90 days after the acceptance of the mediator's proposal, December 12, 2024, is the "PAGA Period". The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the "Employees' Portion."

(b) The Aggrieved Employees are estimated to consist of approximately 577 individuals who worked approximately 22,424 Compensable Pay Periods (as defined in Section 7(b) below) from January 26, 2021 to December 12, 2024. If the actual number of Compensable Pay Periods from January 26, 2021 through the end date of the PAGA Period is more than ten percent (10%) above 22,424 then Defendants will need to choose whether to increase the Total Settlement Amount by the pro rata percentage that the actual number exceeds 22,424 Compensable Pay Periods or have the PAGA Period end on the date when the 10% is reached.

(c) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One hundred percent (100%) of the payments for Attorneys' Fees and Costs, , and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. **Court Approval is Required**. Plaintiffs understands and agrees that the State of California and Aggrieved Employees, including Plaintiffs, would not receive the consideration specified in Section 3(a) above, except for both of the Plaintiffs execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void.

5. **Disbursal of Settlement Funds**.

(a) Subject to Section 4 above, Defendants shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above, within thirty (30) calendar days after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; and (ii) the Court has entered an order approving the Settlement Agreement, whichever is later.

(b) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Amount.

6. **Approval and Implementation of the PAGA Settlement**.

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement this Settlement and terminate the Action pursuant to this Settlement (i.e., to terminate the Action by way of judgment or dismissal).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Alden Parker, Christopher Alvarez, and Corey Watkins of Fisher & Phillips LLP ("Defendants' Counsel") for review; Defendants' Counsel will be given an opportunity to comment on the papers prior to them being filed with the Court, and such comments will be implemented to the extent reasonable.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

7. **Payment of Total Settlement Amount / Notice to Recipients**.

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendants by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within thirty (30) calendar days of the Court's order granting approval of this Settlement Agreement. If the date by which payment by Defendants is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked between January 26, 2021 to the date the Court enters an order approving this Settlement or 90 days after the acceptance of the mediator's proposal which is December 12, 2024, whichever is sooner ("Compensable Pay Periods"), which will be calculated by the PAGA Settlement Administrator based on Defendants' records. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

(1) One hundred percent (100%) of all Individual Settlement Shares are to be considered penalties and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual Settlement Shares will be reported on an IRS Form 1099, as required by the IRS.

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "Exhibit A", in the following manner:

(1) No later than fourteen (14) calendar days after the Court's order granting approval of the Settlement, Defendants shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; and (v) the number of Compensable Pay Periods he or she worked. This information is being provided confidentially to the PAGA Settlement Administrator only, and the PAGA Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of contact information of the Aggrieved Employees. This information is to be used only to carry out the PAGA Settlement Administrator's duties as specified in this Agreement.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List, and update addresses for Aggrieved Employees to the extent updated addresses are located through the NCOA search.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

(d) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiff's Counsel, unless instructed otherwise by Plaintiff's Counsel. At the request of Plaintiff's Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles and any additional expenses associated with doing so will be paid separately by Plaintiff's Counsel.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

8. **Release of Claims by Plaintiffs, Aggrieved Employees, and the State of California**.

(a) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiffs and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendants, including Defendants' parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from the PAGA Claims in the Action and from any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698 et seq. ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Action, including but not limited to PAGA Claims for alleged violations of , 1) Failure to Pay Wages Including Overtime, (2) Failure to Provide Meal Periods, (3) Failure to Provide Rest Periods, (4) Failure to Pay Timely Wages, (5) Failure to Provide Accurate Itemized Wage Statements; and (6) Failure to Provide Suitable Seating codified as Labor Code section 201-203, 510, 512, 558, 226, 226.3, 226.7, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, and 2698 et seq., applicable IWC Wage Orders, and California Code of Regulations, Title 8, section 11000 et seq. Plaintiffs, on behalf of themselves and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, reasonably related to, or reasonably could have been alleged, based on the facts stated in the PAGA Notice.

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Since the intent of this Agreement is to bring to an end all claims, controversies, and causes of action Plaintiffs have or claim to have against Defendants, Plaintiff Uy agrees to take all necessary steps to dismiss, with prejudice, Plaintiff Uy's individual claims and dismiss without prejudice the Class Action claims filed on January 26, 2022 against the Defendants (and their subsidiaries, related companies, parents, successors and assigns, officers, directors, attorneys, agents, employees and former employees) in the Court Action. Plaintiff Uy agrees not to participate, as to any released claims against any of the Releasees, in any class, collective, or representative action (including, but not limited, to, as a class representative and/or a named representative), against any of the named Defendants or their subsidiaries, related companies, parents, successors and assigns, officers, directors, attorneys, agents, employees and former employees. Within three (3) court days of receiving Settlement Payment, the Parties will prepare and will file with the court, a Request for Dismissal of the Court Action as to the Class Action Complaint filed on January 26, 2022 in its entirety as described above. Plaintiff Uy shall take all steps necessary to prepare and execute the Request for Dismissal so that it is timely filed with the court and provided with a CRC 3.770 declaration confirming most if not all putative class members signed arbitration agreements.

Since the intent of this Agreement is to bring an end to all claims, controversies, and causes of action Plaintiffs have or claim to have against Defendants, Plaintiff Shohra Yousufpoor agrees to take all necessary steps to dismiss, with prejudice, Plaintiff Yousufpoor's individual wage-related claims filed June 23, 2023 against Defendants (and their subsidiaries, related companies, parents, successors and assigns, officers, directors, attorneys ,agents, employees and former employees) in the Court Action. Plaintiff Yousufpoor agrees not to participate, as to any released claims against any of the Releasees, in any class, collective, or representative action (including, but not limited, to, as a class representative and/or a named representative), against any of the Defendants or their subsidiaries, related companies, parents, successors and assigns, officers, directors, attorneys, agents, employees and former employees. Within three (3) court days of receiving Settlement Payment, the Parties will prepare and will file with the court, a Request for Dismissal of the Court Action filed June 23, 2023 in its entirety as described above. Plaintiff Yousufpoor shall take all steps necessary to prepare and execute the Request for Dismissal so that it is timely filed with the court. This agreement in no way is intended to release or discharge Plaintiff Shohra Yousufpoor's separate individual non-wage related lawsuit pending in the case entitled Shohra *Yousufpoor, et. al., v SFC Markets, et. al.,* Orange County Superior Court, Case No. 30-2024-01392761-CU-WT-CJC.

. **Governing Law and Interpretation**.

(b) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(c) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

9. **Amendment**. This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

10. **Confidentiality**. The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiries, or have any communication with the press about the fact, amount, or terms of this Settlement. In addition, the Parties and their counsel agree that they will not engage in any advertising or distribute any marketing materials relating to this Settlement in any manner that identifies Defendants, including but not limited to any postings on any websites maintained by Plaintiff's Counsel. Neither Plaintiffs nor Plaintiff's Counsel will discuss the terms or the fact of the Settlement with third parties other than (1) their immediate family members, (2) their respective accountants or lawyers as necessary for tax purposes; or (3) other Aggrieved Employees.

11. **Miscellaneous**.

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement 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.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Gig Kyriacou, Esq. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiffs or Defendants fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

(f) If the Court does not approve this PAGA settlement, then the Parties are restored to their respective positions prior to entering into this agreement and this agreement will be null and void in its entirety.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANTS, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Dated: 10/21/2025, 2025

DocuSigned by:
205568761BB747E...
BENITO III UY
Plaintiff
Individually and On Behalf of
the State of California with Respect to Aggrieved Employees

Dated: 10/23/2025, 2025

DocuSigned by:
BF314FD888594A3...
SHOHRA YOUSUFPOOR
Plaintiff

Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

Dated: _______________, 2025

SFC MARKETS INCORPORATED
Defendant

By: ______________________________________

Print Name: _______________________________

Title: _____________________________________

Dated: _______________, 2025

FORTUNE MANGAMENT COMPANY, INC.
Defendant

By: ______________________________________

Print Name: _______________________________

Title: _____________________________________

Approved as to form and content:

JAMES HAWKINS APLC

Dated: October 23, 2025

____
James Hawkins
Gregory Mauro
Ava Issary
Counsel for Plaintiff and Aggrieved Employees

FISHER & PHILLIPS, LLP

Dated: _____________, 2025

____

Alden J. Parker
Christopher Alvarez
Corey M. Watkins
Counsel for Defendants

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Benito III Uy v. SFC Markets Incorporated, et al.* San Francisco County Superior Court, Case No. Case No. CGC-23-607372; Lead Case No. CGC-22-597850

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuit entitled *Benito III Uy v. SFC Markets Incorporated, et al.* San Francisco County Superior Court, Lead Case No. CGC-22-597850 ("Action").

The lawsuit was filed on January 26, 2022 by Benito III Uy ("Plaintiff") against his former employer SFC Markets Incorporated, on behalf of the State of California, with respect to himself and other allegedly aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA"), for multiple alleged violations of the California Labor Code, California Business and Profession Code, California Code of Regulations, and Industrial Welfare Commission Wage Orders, including, *inter alia*, 1) Failure to Pay Wages Including Overtime, (2) Failure to Provide Meal Periods, (3) Failure to Provide Rest Periods, (4) Failure to Pay Timely Wages, (5) Failure to Provide Accurate Itemized Wage Statements;; and (6) Failure to Provide Suitable Seating , codified as Labor Code section 201-203, 510, 512, 558, 226, 226.3, 226.7, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, and 2698 et seq., applicable IWC Wage Orders, and California Code of Regulations, Title 8, section 11000 et seq. Prior to filing the PAGA Action, Plaintiff Uy submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendants' alleged violations of California Labor Code sections as outlined in his PAGA Complaint, thereby initiating LWDA Case Number LWDA-CM-864849-22 (the "PAGA Notice").

On June 23, 2023, Plaintiff Yousufpoor filed a PAGA Complaint in San Francisco County Superior Court Case No. CGC-23-607372, entitled *Shohra Yousufpoor v. SFC Markets Incorporated, et al.*, asserting the following cause of action on an individual and representative basis against Defendants: (1) Violation of Private Attorneys General Act. Within her PAGA Complaint, Plaintiff Yousufpoor alleged the following against Defendants: (1) Failure to Pay Overtime Wages; (2) Failure to Provide Meal Periods; (3) Failure to Provide Rest Periods; (4) Failure to Timely Wages; (5) Failure to Provide Accurate Itemized Wage Statements; and (6) Failure to Provide Suitable Seating. Prior to filing the Yousufpoor PAGA Complaint, Plaintiffs Uy and Yousufpoor submitted an Amended PAGA Notice to the LWDA pursuant to PAGA, to provide notice of their intent to seek civil penalties under PAGA for Defendants' alleged violations of California Labor Code sections as outlined in Yousufpoor's PAGA Complaint, under existing LWDA Case Number LWDA-CM-864849-22 (the "Amended PAGA Notice").

On October 18, 2023, the Court granted the Joint Stipulation to Consolidate Actions for All Purposes, thereby consolidating *Shohra Yousufpoor v. SFC Markets Incorporated et al.* (Case No. CGC-23-607372) and *Benito III Uy v. SFC Markets Incorporated et al*. (Case No. CGC-22-597850), with CGC-22-597850 designated as the lead case (the "Action").

Defendants SFC Markets Incorporated and Fortune Management Company Incorporated ("Defendants") deny all of the Plaintiffs allegations and deny any wrongdoing of any kind associated with Plaintiffs allegations.

A settlement was reached between Plaintiffs and Defendants.

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendants in the State of California during the period January 26, 2021 to the date the Court enters an order approving this Settlement or 90 days after the acceptance of the mediator's proposal on December 13, 2024, whichever is sooner ("Aggrieved Employees"). The period from January 26, 2021 to the date the Court enters an order approving this Settlement or 90 days after the acceptance of the mediator's proposal, whichever is sooner, is the "PAGA Period".

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendants in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

"Released Parties" means Defendants, including Defendants' parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

"Released Claims" means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, failure to provide suitable seating, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001, 7-2001, and 9-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do <u>not</u> call or write the Court, Office of the Clerk of the Court, Defendants, or Defendants' counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [PAGA Settlement Administrator] at [toll-free phone number].