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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, Plaintiffs, 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 **DECLARATION OF JAMES HAWKINS IN SUPPORT OF RENEWED MOTION TO APPROVE PAGA SETTLEMENT** Date: January 16, 2026 Time: 10:30 a.m. Dept.: 606

DECLARATION OF JAMES HAWKINS

I, James Hawkins, declare as follows:

1. I am an individual over the age of 18. I am a partner at the law firm of James Hawkins, APLC. I am one of the attorneys of record for Plaintiffs BENITO III UY and SHOHRA YOUSUFPOOR (hereinafter referred to as "Plaintiffs") who filed this action on behalf of the general public and all aggrieved employees. I submit this declaration in support of Plaintiffs' Renewed Motion for Approval of the PAGA Settlement, which Plaintiffs filed concurrently herewith, along with the supporting Memorandum of Points and Authorities. I have personal knowledge of the facts set forth below, and if called to testify regarding them, I could and would do so competently.

2. Attached hereto as **Exhibit 1** is a true and correct copy of the executed Amended Settlement Agreement which the Parties ask the Court to approve. Attached as **Exhibit A** to the Settlement Agreement is the Notice of Settlement, i.e., "Cover Letter" to be mailed to the Aggrieved Employees.

3. 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.

4. 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.

5. 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”).

6. 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. (Settlement Agreement ¶1€).

7. 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. (Settlement Agreement ¶1(f)).

8. 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. (Settlement Agreement ¶1(h)).

9. During the course of this action Defendants and Plaintiffs exchanged numerous documents and information as well as time and pay records for the aggrieved employees. Defendants also produced policies and other relevant data points for Plaintiffs to conduct a thorough analysis. With this information, 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.

10. During the mediation the Parties engaged in extensive, arms-length negotiations. As a result of the Parties' efforts, the matter was fully resolved. The Parties engaged in significant efforts to obtain the facts regarding the claims asserted, including the exchange of detailed statistical data regarding weeks and pay periods worked by individuals and Plaintiffs. Thereafter, the parties worked together to finalize the terms of the long form settlement agreement that is now placed before this Court for approval.

11. The claim before this court is the representative claim under PAGA on behalf of the State of California for civil penalties pursuant to the PAGA. The parties have agreed to settle this PAGA claim in its entirety after discovery and arm's length mediation. Defendants filed and served its answer generally denying the claims therein and asserting affirmative defenses. Defendants denies any wrongdoing and denies liability with respect to the matters alleged in the Complaint and believes that it has valid defenses to all of Plaintiffs' claims. Defendants further contend that it has complied with all wage and hour laws applicable to the employment of Plaintiffs and other Aggrieved Employees. To date, no court has made any findings that Defendants engaged in any wrongdoing or in any wrongful conduct, or otherwise acted improperly or in violation of any law, rule or regulation with respect to any of the issues presented in this action.

12. The Agreement negotiated by the parties provides for Defendants to pay

$255,000.00 as the Gross Settlement Amount ("GSA"). (Agreement at § 3(a)). The "Net Settlement Amount" ("NSA") is the amount remaining of the GSA minus the Court-approved amounts awarded for the Attorneys Fees and Costs, and Settlement Administration Costs. (Agreement at § 3(a)(3)). The Net Settlement Amount is estimated to be $134,850.74.

13. The settlement is intended to fully and finally resolve the PAGA claims asserted by Plaintiffs on behalf of the State of California. This is only a settlement of the PAGA claims for civil penalties, and not a class settlement and does not release the individual claims, if any, of the Aggrieved Employees. The NSA is calculated as follows: (1) $63,750.00 (i.e. one fourth of the GSA) shall be paid to Plaintiffs' Counsel for payment of attorneys' fees; (2) Plaintiffs' Counsel's litigation expenses not to exceed $43,000.00 (Plaintiffs' counsel's litigation costs to date is $40,849.26, (Agreement at § 3(a)(1)); (3) Administration costs not to exceed $5,550.00 (The current estimated Administrator's fee is $5,550.00); and (4) General Release Payments to each Plaintiff for $5,000.00 ($10,000.00 total). (Agreement at § 3). Any difference from these maximum amounts will be added to the Net Settlement Amount.

14. The Gross Settlement Amount is subject to Court approval consistent with Labor Code § 2699. Should the Net Settlement Amount increase or decrease, the amount to be distributed shall be adjusted according to the changes made by the Court. Upon approval, the Net Settlement Amount shall be allocated 75% ($101,138.05) to the LWDA and 25% ($33,712.69) among Aggrieved Employees. The share of the Net Settlement Amount to be distributed to each PAGA Member is based on the number of his or her Pay Periods worked in the PAGA Period in relation to the aggregate number of Pay Periods worked by the Settlement Group during the PAGA Period. (Agreement at § 3). This equates to approximately $214.22 on average to each aggrieved employee. The anticipated lowest payment would be $5.15 for an aggrieved employee who works only 1 pay period. The highest would be approximately $1,050.60 based on 201 maximum possible pay periods worked by aggrieved employee during the PAGA Period.

15. The "Aggrieved Employees" are defined as all current and former hourly-paid or non-exempt employees who worked for Defendants in the State of California during the PAGA

Period, January 26, 2021 through March 12, 2025[1]. 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) of the Settlement Agreement) from January 26, 2021 to December 12, 2024. (Agreement at § 3(b)). Defendants provided Plaintiffs' Counsel with information concerning the Aggrieved Employees, including statistical data concerning the weeks and pay periods worked. 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. (Agreement at § 3(b)).

16. Plaintiffs' counsel balanced the terms of the proposed Settlement against the risk of litigation and probable outcome if this matter went at trial. Based on their own respective independent investigations and evaluations, and after taking into account the sharply disputed factual and legal issues involved in this matter, the risks attending further prosecution of the case, and the monetary benefits received under the Settlement despite the questionable nature of the claims, Plaintiffs' counsel is of the opinion that Settlement for the consideration and on the terms set forth in the Settlement Agreement is fair, reasonable and adequate and is in the best interests of the State, Plaintiffs, and the Aggrieved Employees. Counsel for the Parties investigated the applicable law as applied to the facts discovered regarding the claims of Plaintiffs, Defendants' defenses thereto and the damages claimed by Plaintiffs on behalf of the Aggrieved Employees.

17. Since the filing of the complaint, the Parties have exchanged extensive formal and informal discovery and engaged in numerous discussions regarding the factual and legal issues surrounding this case. Throughout the litigation, Defendants produced thousands of pages of information and data, including policies, handbooks, time and payroll records for the Aggrieved Employees reflecting time punches at the start of employees' shifts, and at the end of the shift,

[1] 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". Here the earlier date is 90 days after the acceptance of the December 12, 2024 mediator's proposal, the 90 day date is March 12, 2025. Thus the PAGA period is January 26, 2021 through March 12, 2025. Agreement at § 3(a)(4)).

and meal period punches as well as the applicable pay rates. Defendants also provided Plaintiffs' personnel file, records regarding documents identifying the non-exempt positions during the relevant time period. Defendants also provided substantial information concerning the total number of potential size of the PAGA group, the total number of pay periods at issue, and the applicable hourly rates and other summary data related to the alleged Aggrieved Employee. The Parties have conducted themselves in informed, good faith arms-length negotiations after conducting discovery and exchanging extensive evidence and information about the claims and defenses of this lawsuit and engaging in pre-mediation discussions, telephone conferences, and correspondence all aimed at settling their dispute.

18. In preparation for the three mediations, Plaintiffs reviewed the entire discovery produced. The evidence and information gathered and reviewed by Plaintiffs' counsel provided a factual framework for a comprehensible and reliable damage model pertaining to all Aggrieved Employees. The mediations included discussions and examinations of the Aggrieved Employees and the Parties' respective positions on the legal and factual issues raised in the Complaint.

19. The Aggrieved Employees recovery compares favorably to the estimated amount of PAGA penalties. With the assistance of an expert, Plaintiffs calculated that the maximum amount of statutory PAGA civil penalties for one alleged violation per pay period was potentially $2,242,400 assuming a violation per pay period per employee based on 22,424 pay periods multiplied by a reasonable per pay period violation rate of $100. The range of potential penalties is approximately $2,009,916 to approximately $3,075,416. These alleged penalties were for the various violations of the Labor Code as alleged in the complaint. For instance, the § 226.7/ 512/ (meal periods) for one violation per pay period could be at a maximum of $1,098,800 based on a 49% late recorded meal. The missed and short lunches accounted for approximately 24% alleged violations. However, Defendants countered premiums and or waivers covered most of the missed and short meal periods based on its time keeping Ebers system and argued at best there was only a 9% violation rate of $201,816 ($2,018 potential affected PAGA pay periods X $100). Defendants also argued it had complaint policies in place for meal and rest periods, paid meal period premiums where required, and provided training on its policies. The penalties for violation

of Labor Code §§ 201/202/203 for approximately 379 former employees would be $37,900 using $100 for each pay period in which an employee was separated and was alleged to have suffered a labor code violation during his or her tenure with Defendants.

20. The seating claim was found to lack substantial merit. Investigation revealed many employees were provided seats and/or chose not to use seats. Defendants argued it provided seats to cashiers if the employees wanted to use those seats. The other positions did not appear to have any basis in fact for seats to be required as many positions required employees to mov about the store to complete their daily work assignments. The cashiers typically accounted for approximately 25-35% of each of the approximately 24 grocery stores workforce with other employees being crossed trained to fill in the front of the store positions. Assuming we were to prevail on the seating claim, this would account for an approximate range of recovery in the sum of approximately $560,000 to $784,840. This again assumes the Court would apply a reasonable $100 per pay period figure on this claim.

21. The off-the-clock claim was related to the initial training materials provided to employees who were alleged to have to train at home off-the-clock, which amounted to about 3 hours per new employee during the PAGA Period. Defendants argued it did not require training at home and the training was conducted while on the clock. Assuming Plaintiffs prevailed on this claim under labor codes 1194, 1197 or 1197.1, the value would be approximately $55,700 based on one pay period per employee X a reasonable $100. This figure would arguably apply to the Labor Code 1194, The labor code sections 1174, 1174.5, 1175 did not necessarily attach to liability in this case as records were produced as kept in the in the usual course of business and appeared complaint. The Labor code 226 claim was dependent on the underlying claims and their success. For instance, the initial pay period for each employee alleged to have worked off the clock work and thus suffering minimum wage violations, and the wage statements therefore not accurately capturing the training time, would alleged to be worth $55,700. If Plaintiffs were able to prove the wage statement claim and successfully argue penalties for at least 50% of the wage statements, the value would be at least $1,121,200 in penalties. Lastly, the rest break claim seems to provide little to no value and policies appeared complaint and rest break did not present as an

issue for the employees.

22. Importantly, in total, these calculations were performed at the $100 statutory rate for the penalties for the first violation, and it is likely that any penalties awarded would be at a much lower rate given the facts of this case. California Labor Code Section 2699(e)(1) permits a Court to award a lesser amount than the maximum civil penalty if based on the facts and circumstances to do otherwise would result in an award that is "unjust, arbitrary and oppressive or confiscatory." Further, the amended PAGA statute provides for lesser penalties in the range of potentially $25 per pay period. The maximum exposure here could be higher if the Court awarded 100% penalties for each and every pay period. Of course, these amounts would probably have been reduced given the polices in place, manageability issues, the issues of whether someone waived its timely lunch to go at a later time convenient to the employee on any given workday or workweek, or why someone missed a meal break on any occasion on the issues of payment of meal period premiums, the issues of whether someone worked off the clock to conduct their initial training, whether the wage statements violated Labor Code section 226(a) and were presumed to cause injury, and whether the issues of suitable seating present liability . Given the risks involved, a reasonable risk value reduction would put the realistic possibility of recovery of penalties at an approximately range of $1,004,957 to $1,537,708 taking into account for a reasonable 50% chance of recovery at a $100 per pay period penalty. The risks include manageability issues, not prevailing on the merits, prevailing on certain claims for certain periods, reduced penalty amounts awarded by the trial Court, no liability found at all, and reversal on appeal.

23. Defendants dispute that the penalties assessed by Plaintiffs and his expert would have been awarded. Further, it is Defendants' contention that PAGA penalties cannot be stacked, and that at most just one PAGA penalty can be awarded to an aggrieved employee in any one pay period. *See* Labor Code section 2699 (f)(2) (authorizing awardable PAGA penalties to be measure by "each "each aggrieved employee per pay period"); *Smith v. Lux Retail North America, Inc.*, 2013 WL 2932243, at *1, *4 (N.D. Cal. 2013) (rejecting a pleading that sought the "stacking of penalties"; "[f]or the single mistake of failing to include commissions in the

overtime base, Plaintiffs has asserted *five* (count them, five) separate labor code violations that could lead to statutory penalties;" "is it plausible that we would really pile one penalty on another for a single substantive wrong?"; noting that "no actual holding in any judicial decision has ever blessed such stacking"). As such, and for this initial reason, Defendants contends that the maximum potential recovery in this action is significantly lower than as stated by Plaintiffs.

24. Further, Defendants argue that Plaintiffs' calculation of penalties as applicable to any employee and for any pay period, is inflated for an additional reason. Defendants argue that even were liability established, one does not reach the second-tier penalty for that violation unless and until the employer is first cited for the violation, and that Defendants has never been cited. *See Amalgamated Transit Union Local 1309, AFL-CIO v. Laidlaw Transit Servs., Inc.,* 2009 WL 2448430 *1, *9 (S.D. Cal. 2009) ("For the purposes of subsequent violation penalties, the issue is not whether [Defendants] willfully violated the Labor Code, but rather whether a court or commissioner had notified it of any violation."); *Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157, 1209 (2008) ("[u]ntil the employer has been notified that it is violating a Labor Code provision (whether or not the Commissioner or court chooses to impose penalties), the employer cannot be presumed to be aware that its continuing underpayment of employees is a 'violation' subject to penalties" at a second tier); *Robinson v. Open Top Sightseeing San Francisco, LLC*, No. 14-CV-00852-PJH, 2018 WL 895572, at *20 (N.D. Cal. Feb. 14, 2018) (applying "initial" penalty to each violation of § 226 and § 2699(f)(2) because there was no evidence showing Defendants was previously notified its practice violated § 226); *Willis v. Xerox Bus. Servs., LLC*, 2013 WL 605383, at *1, *6 (E.D. Cal. 2013) ("for a Plaintiffs to recover for a 'subsequent violation,' an employer must have notice that it has violated the Labor Code"). As such, Defendants contend that Plaintiffs' calculation are inflated not only because the "stack" penalties for a single person during a single pay period, but because the penalties Plaintiffs would award in each instances are at an inapplicable (doubled) rate.

25. Defendants further argues that Plaintiffs would still face significant practical problems in aggregating any material exposure, as each violation would need to be proven as to each person and for each period for which recovery is sought. Defendants argues that it is

unlikely that any significant number of current and former employees would travel to the venue of a trial, stay at a hotel, prepare for and deliver testimony, all in exchange for – at most – 25% of $50 or $100 (i.e. $12.50 or $25) for each pay period in which there was a violation. (for example-wage statement penalties"). For purposes of section 226, "a good faith dispute presents when there is (1) uncertainty in the law; (2) representations by an authority that compliance was not required; or (3) an employer's good faith mistaken belief grounded in a good faith dispute." *Magadia v. Wal-Mart Assocs., Inc.*, 384 F. Supp. 3d 1058 (N.D. Cal. 2019). "Mere recklessness" is not a basis for liability. *Pedroza,* 2012 WL 9506073, *5.

26. As a result of the mediations and the consideration of all facts, evidence, and arguments presented to Plaintiffs and his counsel, the Parties agreed to settle this matter for $255,000.00.

27. Defendants represented that Aggrieved Employees consisted of approximately 577 employees who worked approximately 22,424 Compensable Pay Periods. The Gross Settlement Amount of $255,000.00 constitutes approximately $11.37 per pay period before deductions for fees, costs, enhancement award, and administration costs. The Gross Settlement Amount accounts for approximately between 8.7% and 25% of the maximum potential recovery of between $1,004,957 to $1,537,708 given the reasonable applied risks factors.

28. Plaintiffs' counsel balanced the terms of the proposed Settlement against the risk of litigation and probable outcome if this matter went at trial. Based on their own respective independent investigations and evaluations, and after taking into account the sharply disputed factual and legal issues involved in this matter, the risks attending further prosecution of the case, and the monetary benefits received under the Settlement despite the questionable nature of the claims, Plaintiffs' counsel is of the opinion that Settlement for the consideration and on the terms set forth in the Settlement Agreement is fair, reasonable and adequate and is in the best interests of the State, Plaintiffs, and the Aggrieved Employees. Counsel for the Parties investigated the applicable law as applied to the facts discovered regarding the claims of Plaintiffs, Defendants' defenses thereto and the damages claimed by Plaintiffs on behalf of the Aggrieved Employees.

29. I further believe that the consideration and terms set forth in the Settlement

Agreement are fair, reasonable, and adequate and are in the best interests of the Settlement Aggrieved Employees in light of all known facts and circumstances, including the various defenses asserted by Defendants, and numerous potential appellate issues. In addition, the prospect of a potential adverse summary judgment ruling at trial, the difficulties of complex litigation, the lengthy process of establishing specific damages and various possible delays and appeals, were also carefully considered in agreeing to the proposed Settlement.

30. 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; 6) Unfair Competition; and (7) 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, 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. (Agreement at §8(a)).

31. 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. (*Id.*)

32. 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. (*Id.*)

33. Plaintiffs' Counsel considered the fact that continued litigation would likely take years and would be extremely expensive given the breadth and complexity of the claims. In this case, post-trial and appellate proceedings are likely to occur, which will surely drag the case far into the future even with a positive trial result. When facing a distant and unsure resolution of the allegations in this action, the swift, sure and substantial Settlement is all the more reasonable. Avoiding such costly litigation in favor of more immediate benefits to the Aggrieved Employees was a consideration favoring settlement. Given these realities, it is highly likely that the future expense of this litigation, and its likely duration if the settlement is not approved, would be significant and weigh heavily in favor of approval of this settlement.

34. Based on the Net Settlement Amount of $134,850.74, 75% of this amount

($101,138.05) will be distributed to the LWDA and 25% ($33,712.69) will be distributed to the aggrieved employees. As such, the settlement provides on average each PAGA Member with approximately $214.22 with the lowest payment of $5.15 for an aggrieved employee who worked only 1 pay period, and the highest would be approximately $1,050.60 based on 201 maximum possible pay periods worked by an aggrieved employee during the PAGA Period. To the extent any amount for Attorneys' Fees, Costs, Settlement Administration Costs or Enhancements are not awarded, the difference in those amounts will be added to the Net Settlement Amount. This is a guaranteed amount of money paid to Settlement Aggrieved Employees now, rather than the continued risk of further litigation and receiving no money sometime in the far future and after trial and appeals.

35. I have a great deal of experience in wage and hour class and PAGA action litigation. I have obtained certification and I have been approved as class counsel in many wage/hour class and PAGA actions, and I am currently litigating numerous others. Although not an all inclusive list, over the years I have prosecuted the following class action matters as lead and/or co-lead counsel, all of which implicated similar law and facts to those associated with this action:

a. *Aguilar v. 7-Eleven, Inc*., et. al., Orange County Superior Court- Case No.: 30-2009-00268714-CU-OE-CXC. Certified Wage and Hour Class action seeking premium wages for meal period and rest periods and resultant penalties. Class Notice pending.

b. *Carey, et. al. v. Arthur J. Gallagher*, et. al., USDC, SOUTHERN DISTRICT- Case No.: 09-cv-0168. Wage and Hour Class action seeking past wages of overtime for mis-classification of insurance claims adjusters employed by Gallagher Bassett, a third party administrator (TPA) in the State of California. Certification granted. Plaintiffs' counsel co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

c. *Dao v. 3M Company*, et al. USDC, CENTRAL DISTRICT, Case No. CV-08-04554. Wage and Hour Class Action case seeking past wages for "off the clock", overtime and meal and rest break violations for production workers in the State of California. Plaintiffs' Counsel appointed as Lead Counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

d. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW. Wage and Hour Class Action case seeking past wages for meal and rest period violations for retail employees in the State of California. Plaintiffs' counsel appointed co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

e. *Morgan v. Aramark Campus*, LLC, USDC, CENTRAL DISTRICT, Case No. SACV08-00412. Wage and Hour Class Action case seeking past wages for meal and rest period violations for retail employees in the State of California. Plaintiffs' Counsel appointed as Lead Counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

f. *West v Iron Mountain Information Management, Inc, et. al*.; Los Angeles County Superior Court, Case No. BC393709. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for driver employees in the State of California. Settlement for "binding arbitration." Arbitration Award for Plaintiffs Class. Arbitration Award confirmed. Plaintiffs' counsel, lead trial counsel and class counsel.

g. *Gonzalez v. Superior Industries Inter, Inc., et al*., Los Angeles County Superior Court, Case No. BC 357912. Wage and Hour Class Action seeking past wages for overtime, meal and rest breaks violations for production employees in the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

h. *Acosta v. Fleetwood Travel Trailers of California, Inc*., et al., Riverside County Superior Court, Case No. RIC 440630. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for production employees in the State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

i. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No. 05CC00293. Wage and Hour Class Action seeking past wages for unlawful deductions, meal and rest break violations for restaurant employees in the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval granted and funds fully distributed.

j. *Padron v. Universal Protection Service, et al,* Orange County Superior Court, Case No. 05CC00013. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for security officers in the State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

k. *Martinez v. Securitas Security Services USA*, et al., Santa Clara Superior Court, Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action seeking past wages for meal and rest break violations for security officers employed by Defendants in the State of California. Plaintiffs' counsel and co-counsel. Case settled, Final Approval granted and funds fully distributed.

l. *Velasquez-Lopez v. Hotel Cleaning Services, Inc*. et al., Riverside Superior Court, Case No. RIC 420909. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for housekeepers employed by Defendants in the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

m. *Ruiz, et al. v. Unisourse Worldwide, Inc., et al*., USDC, CENTRAL DISTRICT, Case No. CV09-05848. Wage and Hour Class Action seeking past wages for meal and rest period violations for non-exempt employees employed by Defendants in the state of California. Case settled. Awaiting Preliminary Approval hearing. Plaintiffs has petitioned the Court for Lead Counsel.

n. *Herrador v. Culligan International Company, et al*., USDC, CENTRAL DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past wages for field and branch employees of Defendants in the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled and awaiting Final Approval.

o. *Defries v. Domain Restaurants, et al.,* Orange County Superior Court, Case No. 05CC00128. Wage and Hour Class Action seeking past wages for restaurant employees of Defendants in the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

p. *Denton v. BLB Enterprises, Inc., et al*., Orange County Superior Court, Case No. 07CC01292. Wage and Hour Class Action seeking unpaid overtime, meal and rest break violations for security guards employed by Defendants in the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

q. *Rios v. Sandberg Furniture Manufacturing Co*., Inc, et al., Los Angeles Superior Court, Case No. BC411477. Wage and Hour Class Action seeking unpaid meal and rest break violations for production employees employed by Defendants in the State of California. Plaintiffs counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

r. *McMurray v. Dave and Busters, Inc*., et al., Orange County Superior Court, Case No. 06CC00099. Wage and Hour Class Action seeking past wages for meal and rest break violations for restaurant employees employed by Defendants in the State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

s. *Osuna v. DFG Restaurants, Inc.,* et al., Los Angeles Superior Court, Case No. BC 330145. Wage and Hour Class Action seeking past wages of overtime for mis-classification of managers employed by Defendants, DBA Carl's Jrs. in the

State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

t. Burns v. Gymboree Operations, Inc., et al., San Francisco Superior Court, Case No. CGC-07-461612. Wage and Hour Class Action seeking past wages for meal and rest break violations for retail employees employed by Defendants in the State of California. Plaintiffs' counsel appointed lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

u. *Willems v. Diedrich Coffee, Inc.,* et al., Orange County Superior Court, Case No. 07CC00015. Wage and Hour Class Action seeking past wages of overtime for mis-classification of managers employed by Defendants in the State of California. Plaintiffs' counsel appointed lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

v. *Davila, et al. v. Beckman Coulter, Inc*., et al., Orange County Superior Court, Case No. 07CC01347. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for production workers employed by Defendants in the State of California. Plaintiffs' counsel appointed lead counsel. Cased settled; final approval granted; no objections and funds fully distributed.

w. *Perez v. Naked Juice Company of Glendora, Inc*., Los Angeles Superior Court, Case No. BC387088. Wage and Hour Class Action seeking past wages for overtime, meal and rest period violations for production employees employed by Defendants in the State of California. Plaintiffs counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

36. Here, the Parties' agreement to pay Counsel Fees of $63,750.00 of the Gross Settlement Amount is reasonable.

37. First, the requested fees are justified by the result achieved. Plaintiffs' Counsel negotiated a recovery of $255,000.00 and this result justifies the requested fees equal to one fourth of this recovery ($63,750.00). This percentage is within the standard contingent recovery percentage. Second, the requested fees are justified by the work performed and are less than the

lodestar. As of the date of filing, Plaintiffs' Counsel worked approximately 174.2 documented hours on this case with numerous additional hours. Attorney James Hawkins spent 56.8 hours, Attorney Gregory Mauro spent 62.6 Michael Calvo spent approximately 22.5 hours, and Paralegal Melissa Whitson spent 32.3 hours. The Lodestar total is approximately $137,711.00.

38. Plaintiffs are not seeking "enhancement" or "service" awards in the traditional sense. Rather, Plaintiffs request a modest general release payment of $5,000 each in recognition of the fact that, unlike the aggrieved employees, they are executing broader general releases encompassing all potential claims — not limited to those released under PAGA. These payments are not conditioned on aggrieved employee participation and are separate from the PAGA allocation, reflecting Plaintiffs' agreement to provide a comprehensive release of claims that extends beyond the statutory PAGA period and scope. Plaintiffs have also devoted significant time and effort assisting counsel in the investigation, drafting, and resolution of this matter. As individuals in the same industry, Plaintiffs understood that pursuing a claim of this nature could expose them to reputational harm and diminished employment opportunities, as well as potential stigma from colleagues or future employers. Despite those risks, they chose to proceed in the public interest to help enforce California's labor laws on behalf of all aggrieved employees. The requested payments are therefore not enhancement awards, but reasonable consideration for Plaintiffs' broader releases, cooperation, and the reputational risks undertaken in bringing this action. Plaintiffs respectfully submit that $5,000 each is proportionate and appropriate under the circumstances.

39. Finally, the award of litigation expenses is based upon the actual expenses incurred by Plaintiffs and Plaintiffs' Counsel, and were all reasonably necessary to the litigation, and are detailed in **Exhibit 2** attached hereto. Under the Agreement, Plaintiffs' Counsel will be recovering litigation expenses in the total amount of $40,849.26.

40. Attached hereto as **Exhibit 3** is a redlined version of the original Settlement Agreement, reflecting all amendments in tracked revisions. Also included are redlined edits to the PAGA Notice, which appear as Exhibit A to Exhibit 3.

41. The California Labor Workforce Development Agency ("LWDA") is being served with a copy of this motion with the Settlement Agreement through the online process as required by Labor Code § 2699(l). This service on the LWDA is verified in the separately filed proof of service.

I declare under penalty of perjury that the foregoing is true and correct. Executed on October 24, 2025 at Irvine, California.

James R. Hawkins

Exhibit 1

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. **<u>Recitals</u>**. 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:
205568761BB747F...
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

the State of California with Respect to Aggrieved Employees

Dated: October 24, 2025

SFC MARKETS INCORPORATED
Defendant

By: ______________________

Print Name: WILLIAM C. GO

Title: PRESIDENT

Dated: October 24, 2025

FORTUNE MANAGEMENT COMPANY, INC.
Defendant

By: ______________________

Print Name: WILLIAM C. GO

Title: PRESIDENT

Approved as to form and content:

JAMES HAWKINS APLC

Dated: October 24, 2025

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

FISHER & PHILLIPS, LLP

Dated: October 24, 2025

/s/Corey M. Watkins
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].

Exhibit 2

Matter Billing Detail

JAMES HAWKINS APLC

Date Range: **01/01/1900 to 08/12/2025**
Client: **SFCMARKETS - Benito III Uy**
Matter: **SFCMARK005 - SFC Markets Inc. dba Seafood City Spermrkt- PAGA- Benito III Uy v. SFC**

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	$0.00						
03/29/2022	FST	First Legal Network - E-Filing - PAGA Complaint, Civil Case Cover Sheet, Summons, Notice of April 13, 2022 Minute Order, Notice of April 14,2022 Minute Order IN# 30195930	$1,692.40		Unbilled				
05/17/2022	FST	First Legal Network- Filed notice of department reassignment In30199329	$37.30		Unbilled				
05/20/2022	FST	First Legal Network- Process Served Complaint, Initial Docs, Ntc, Complaint, Initial Docs, Ntc ,filed proof of service summons and proof of service.IN30199329	$275.32		Unbilled				
05/31/2022	FST	First Legal Network- E-Filing: POS Summons, POS, POS Summons, POS IN#30202789	$67.00		Unbilled				
07/18/2022	LEX	Lexis Nexis Court Link CK#10107	$22.00		Unbilled				
08/05/2022	FST	First Legal Network- E-Filing: Pltf CMC Stmt IN#30209403	$38.50		Unbilled				
04/25/2023	POS	Postage - 04.25.23 Crs to agents re Amended LWDA	$18.96		Unbilled				
06/20/2024	FST	First Legal Network - Filing - Joint Stip to Request Continuance IN# 30287287	$115.30		Unbilled				
		Total:	$2,266.78	$0.00					
		Balance:	$2,266.78						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee

Total Fees Billed- - - - - - - - - - - - - - - - - - - -	**$0.00**
Total Fees Unbilled : - - - - - - - - - - - - - - - - -	**$0.00**
Total Fees Received : - - - - - - - - - - - - - - - - -	**$0.00**
Total Soft Cost Billed : - - - - - - - - - - - - - - -	**$0.00**
Total Soft Cost Unbilled : - - - - - - - - - - - -	**$0.00**
Total Soft Cost Received : - - - - - - - - - - - -	**$0.00**
Total Hard Cost Billed : - - - - - - - - - - - - - -	**$0.00**
Total Hard Cost Unbilled : - - - - - - - - - - - -	**$2,266.78**
Total Hard Cost Received : - - - - - - - - - - - -	**$0.00**
Total Taxes Billed : - - - - - - - - - - - - - - - - - -	**$0.00**
Total Taxes Unbilled : - - - - - - - - - - - - - - - -	**$0.00**
Total Taxes Received : - - - - - - - - - - - - - - - -	**$0.00**
Total Late Charges Billed : - - - - - - - - - -	**$0.00**
Total Late Charges Unbilled: - - - - - - - - -	**$0.00**
Total Late Charges Received : - - - - - - - - -	**$0.00**
Trust Balance: -	**$0.00**

Matter Billing Detail

JAMES HAWKINS APLC

Date Range: **01/01/1900 to 08/12/2025**
Client: **WFS003 - Shohra Yousufpoor**
Matter: **SFC MARK004 - SFC Markets Inc. PAGA - - Fortune Mngmt - Shohra Yousufpoor**

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	$0.00						
06/30/2023	FST	First Legal Network - E-Filing - Complaint, INitial Docs IN# 30240914	$1,619.25		Unbilled				
08/09/2023	FST	First Legal Network - Process Serve - S&C, Initial Docs, Ntc (2), E-Filing - POS x 2, Courtesy Delivery - App for Complex Design, Prop Order IN# 30248438	$300.43		Unbilled				
08/28/2023	FST	First Legal Network - Filing - App for Complex Design IN# 30252348	$150.05		Unbilled				
04/24/2024	FST	First Legal Network - E-Filing - OPP, Dec, PO IN# 30279435	$42.95		Unbilled				
05/16/2024	FIL	Filing Fee - JAMS Filing Fee	$411.96		Unbilled				
		Total:	$2,524.64	$0.00					
		Balance:	$2,524.64						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee

Total Fees Billed- - - - - - - - - - - - - - - - - - - -	**$0.00**
Total Fees Unbilled : - - - - - - - - - - - - - - - - -	**$0.00**
Total Fees Received : - - - - - - - - - - - - - - - - -	**$0.00**
Total Soft Cost Billed : - - - - - - - - - - - - - - -	**$0.00**
Total Soft Cost Unbilled : - - - - - - - - - - - -	**$0.00**
Total Soft Cost Received : - - - - - - - - - - - -	**$0.00**
Total Hard Cost Billed : - - - - - - - - - - - - - -	**$0.00**
Total Hard Cost Unbilled : - - - - - - - - - - - -	**$2,524.64**
Total Hard Cost Received : - - - - - - - - - - - -	**$0.00**
Total Taxes Billed : - - - - - - - - - - - - - - - - - -	**$0.00**
Total Taxes Unbilled : - - - - - - - - - - - - - - - -	**$0.00**
Total Taxes Received : - - - - - - - - - - - - - - - -	**$0.00**
Total Late Charges Billed : - - - - - - - - - -	**$0.00**
Total Late Charges Unbilled: - - - - - - - - -	**$0.00**
Total Late Charges Received : - - - - - - - - -	**$0.00**
Trust Balance: -	**$0.00**

Matter Billing Detail

JAMES HAWKINS APLC

Date Range: **01/01/1900 to 08/12/2025**
Client: **SFCMARKETS - Benito III Uy**
Matter: **SFCMARKETS - SFC Markets Inc. dba Seafood City Supermarket- Benito III Uy v. SFC**

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	$0.00						
01/26/2022	FIL	Filing Fee - LWDA Filing fee	$75.00		Unbilled				
01/26/2022	POS	Postage - LWDA cert mail (2)	$15.46		Unbilled				
01/26/2022	FST	First Legal Network - E-Filing, cmplnt, smns, cvl case cover sheet, IN#30192286	$1,683.00		Unbilled				
03/25/2022	FST	First Legal Network - Process branch immediate, complaint, initial docs, ntc(s) (2), E-Filing, summons and complaint - initial documents, IN#30192286	$292.32		Unbilled				
03/30/2022	FST	First Legal Network - E-Filing - Proof of Substituted Service, Reuqest for Continuance, Courtesy Delivery - Request for Continuance IN# 30195930	$116.75		Unbilled				
03/30/2022	FST	First Legal Network- E-Filing: POS IN#30202789	$38.50		Unbilled				
05/03/2022	LEX	Lexis Nexis Court Link- Plf Notice of Order- In#202204692536101	$9.00		Unbilled				
06/22/2022	LEX	Lexis Nexis Court Link - Joint Case Management Statement IN# 202206692536101	$22.00		Unbilled				
12/02/2022	LEX	Lexis Nexis Court Link - Joint Case Mangement Statement IN#202209692536101	$22.00		Unbilled				
02/15/2023	MED	Mediation Services - CK#10607	$8,450.00		Unbilled				
03/07/2023	LEX	Lexis Nexis Court Link Notice of Order cont. CMC CK#10665	$15.00		Unbilled				
04/25/2023	EXA	Expert Analysis- IN#230414 CK#10783	$2,100.00		Unbilled				
05/09/2023	LEX	Lexis Nexis Court Link Joint CMC Statement, First Amended Complaint CK#10807	$31.00		Unbilled				
05/09/2023	LEX	Lexis Nexis Court Link- Plaintiff CMC Statement CK#10807	$7.00		Unbilled				
09/25/2023	MED	Mediation Services IN#1870 CK#11150	$9,000.00		Unbilled				
10/16/2023	POS	Postage - 10.16.23 Crs to client re contact	$8.53		Unbilled				
11/03/2023	FSE	FileandServeXpress - Joint Stip and Proposed Order to Consolidate Actions for all purposed IN#20231069253601 CK# 11257	$45.30		Unbilled				

Matter Billing Detail

Report Date:	8/13/2025
Report Time:	9:10AM
Page:	2 of 3
User ID:	Gonzales

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
12/13/2023	ACD	Accomodations for Deposition - Hotel for 12/21/23 Deposition in San Francisco- MC	$232.83		Unbilled				
12/13/2023	TE	Travel Expenses - Airfare to and from 12.21.23 Deposition in San Fran- MC	$557.80		Unbilled				
12/20/2023	CAR	Transportation Costs - Transportation for Deposition from Airport to Hotel 12.20.23 - MC	$288.00		Unbilled				
12/21/2023	CAR	Transportation Costs - Transportation for Deposition from Depo to Airport 12.21.23 - MC	$288.00		Unbilled				
03/22/2024	TRN	Transcript- IN#2713889 CK#11614	$1,454.08		Unbilled				
05/17/2024	FSE	FileandServeXpress - Joint Stip to Request Continuation of trial date and related deadlines, and proposed order, proof of service IN# 202405692536101	$45.30		Unbilled				
07/02/2024	FST	First Legal Network - Filing - POS, Order IN# 30290822	$88.30		Unbilled				
07/02/2024	FST	First Legal Network - Filing - Case Management Statement, Courtesy Delivery - Joint CMC Stmt IN# 30290822	$76.75		Unbilled				
07/05/2024	CCL	Court Call - CMC	$72.00		Unbilled				
07/05/2024	CCL	Court Call - CCL-CMC (x2)	$144.00		Unbilled				
09/17/2024	ILY	ILYM Group- Claims Administrators- Belaire Notices CK#1209	$705.37		Unbilled				
10/07/2024	LDS	Legal Document Server - Filing - Plaintiffs Informal Discovery Conference Brief IN# 10526367	$70.00		Unbilled				
10/16/2024	LDS	Legal Document Server - E-Filing - CM Statement IN# 10588815	$13.75		Unbilled				
10/16/2024	LDS	Legal Document Server - Courtesy Copy - Joint CM Statement IN# 10589478	$90.00		Unbilled				
11/06/2024	MED	Mediation Services IN#8002737a CK#1331	$9,900.00		Unbilled				
01/15/2025	LDS	Legal Document Server - E-Filing - CM Statement IN# 11087801A	$28.80		Unbilled				
04/08/2025	CCL	Court Call-01/14/25-CMC	$72.00		Unbilled				
		Total:	$36,057.84	$0.00					
		Balance:	$36,057.84						

Matter Billing Detail

Report Date:	8/13/2025
Report Time:	9:10AM
Page:	3 of 3
User ID:	Gonzales

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee

Total Fees Billed- - - - - - - - - - - - - - - - - - -	**$0.00**
Total Fees Unbilled : - - - - - - - - - - - - - - - - -	**$0.00**
Total Fees Received : - - - - - - - - - - - - - - - - -	**$0.00**
Total Soft Cost Billed : - - - - - - - - - - - - - - -	**$0.00**
Total Soft Cost Unbilled : - - - - - - - - - - - -	**$0.00**
Total Soft Cost Received : - - - - - - - - - - - -	**$0.00**
Total Hard Cost Billed : - - - - - - - - - - - - - -	**$0.00**
Total Hard Cost Unbilled : - - - - - - - - - - - -	**$36,057.84**
Total Hard Cost Received : - - - - - - - - - - - -	**$0.00**
Total Taxes Billed : - - - - - - - - - - - - - - - - - -	**$0.00**
Total Taxes Unbilled : - - - - - - - - - - - - - - - -	**$0.00**
Total Taxes Received : - - - - - - - - - - - - - - - -	**$0.00**
Total Late Charges Billed : - - - - - - - - - -	**$0.00**
Total Late Charges Unbilled: - - - - - - - - -	**$0.00**
Total Late Charges Received : - - - - - - - - -	**$0.00**

Trust Balance: - **$0.00**

Exhibit 3

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

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FP 53010763.1
FP 55490184.2

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~~33.33~~ percent of the Total Settlement Amount, which is $63,750~~84,991.50~~. 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.

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~~(3)~~(5) The amounts stated in Sections 3(a)(1) – 3(a)(4~~3~~) 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."

~~(4)~~(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; ~~6) Unfair Competition;~~ and (6~~7~~) 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.~~, and Business and Professions Code Section 17200 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.

~~The Parties have also entered into separate individual settlements which will be effective only upon approval of this PAGA Settlement. If the Court does not approve this PAGA Settlement then the Individual Settlement Agreements will have no force and affect and will be held invalid~~. 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.

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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: _______________, 2025 ____________________________________

BENITO III UY
Plaintiff

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

Dated: _______________, 2025

____
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: _____________, 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;~~ 6) Unfair Competition~~; and (6~~7~~) 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.~~, and Business and Professions Code Section 17200 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, ~~unfair competition,~~ 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].