

PAGA SETTLEMENT AGREEMENTⁱ

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Maria Soto (“Plaintiff”) and defendants DFA of California and Safe Food Alliance (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendants captioned *Soto v. DFA of California; Safe Food Alliance*, et al., Case No. 34-2022-00317275, initiated on March 23, 2022 and pending in Superior Court of the State of California, County of Sacramento.
- 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means a person employed by Defendants as a non-exempt employee in California during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Sacramento.
- 1.8. “Defense Counsel” means and refers to Marlene S. Muraco, Little Mendelson PC, counsel for Defendants DFA of California and Safe Food Alliance.
- 1.9. “Effective Date” means the date the Court enters a Judgment on its Order Approving the PAGA Settlement.
- 1.10. “Gross Settlement Amount” means \$300,000.00 which is the total amount Defendants agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the

LWDA PAGA Payment, the Individual Settlement for Plaintiff, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

- 1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12. "Individual Settlement for Plaintiff" means payment to Plaintiff in the amount of up to \$10,000.00 in exchange for the general release of wage claims below in paragraph 5.1 and 5.1.1.
- 1.13. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.14. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.15. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.16. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Individual Settlement for Plaintiff, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.17. "PAGA Counsel" means Samuel Wong, Kashif, Haque, Jessica Campbell, and Jamie Loos of Aegis Law Firm, PC, the attorneys representing the Plaintiff in the Action.
- 1.18. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.19. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.20. "PAGA Period" means the period from March 23, 2021 to February 8, 2024.ⁱⁱ
- 1.21. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.22. "PAGA Notice" means Plaintiff's March 23, 2022 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.23. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees

and the 75% to LWDA in settlement of PAGA claims.

- 1.24. “Plaintiff” means Maria Soto, the named plaintiff in the Action.
- 1.25. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.26. “Released Parties” means: (i) Defendant DFA of California (“DFA”), (ii) DFA’s past and present parents, subsidiaries and affiliates including without limitation any corporation, limited liability company, partnership, trust, foundation and non-profit entity which controls, is controlled by, or is under common control with DFA; (iii) Defendant Safe Food Alliance (“SFA”), (iv) the past and present parents, subsidiaries and affiliates of SFA; (v) the past and present shareholders, directors, officers, agents, employees, members, consultants, benefit plans, successor and assigns of any of the foregoing; and (v) any individual or entity that could be jointly liable with any of the foregoing.
- 1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.28. “Defendants” means named Defendants DFA of California; Safe Food Alliance.

2. RECITALS.

- 2.1. On March 23, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to permit rest breaks, failure to reimburse business expenses, failure to provide accurate itemized wage statements, failure to pay all wages due upon separation of employment, and violation of Business and Professions Code §§17200, *et seq.* On May 31, 2022, Plaintiff filed a First Amended Complaint to add a cause of action under PAGA. On June 21, 2022, Plaintiff’s request to dismiss her class action claims without prejudice was granted. The Second Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.3. On January 8, 2024, the Parties participated in an all-day mediation presided over by Jill R. Sperber which led to this Agreement to settle the Action.
- 2.4. Prior to mediation Plaintiff obtained, through formal and informal discovery, policies, time records, pay records, wage statements, and all versions of employee handbooks Defendant used during the PAGA Period.

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

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promises to pay \$300,000.00 and no more as the Gross Settlement Amount. Defendants has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

- 3.2.1. To Plaintiff: Subject to Court approval, Plaintiff Maria Soto will receive an Individual Settlement Award of up to Ten Thousand Dollars and Zero Cents (\$10,000.00). Defendants reserve the right to oppose any award over \$7,500.00, The Individual Settlement Award will be paid out of the Gross Settlement Amount and will not constitute payment to any Aggrieved Employee other than Plaintiff. To the extent that the Court approves less than the amount of the Individual Settlement Award that PAGA Counsel requests, the difference between the requested and awarded amounts will be reallocated to the Net Settlement Amount and the reduction shall not serve as a basis for appeal. The Settlement Administrator will not withhold any taxes from the Individual Settlement Award. The Individual Settlement Award will be reported on a Form 1099, which the Settlement Administrator will provide to Plaintiff and to the pertinent taxing authorities as required by law.

- 3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount which is currently estimated to be \$100,000.00 and PAGA Counsel Litigation Expenses Payment of not more than \$30,000.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount and the reduction shall not serve as a basis for appeal. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment

and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$4,750.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$4,750.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

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

3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there were 324 Aggrieved Employees who worked a total 7,702 of PAGA Pay Periods as of December 15, 2023.

4.2. Aggrieved Employee Data. Within (15) days of court approval of the Settlement, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross

Settlement Amount by transmitting the funds to the Administrator no later than 65 days after the Effective Date.

- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the check will be distributed to a cy pres by the parties or the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee. Should a cy pres distribution be required, the Parties shall seek Court approval of a suitable cy pres recipient before any distribution occurs.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendants fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

- 5.1 Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all

charges, complaints, claims, and liabilities of any kind or nature whatsoever, known or unknown (hereinafter “claims”) which Plaintiff at any time had or claimed to have or which Plaintiff may have or claim to have regarding events that have occurred as of the date of this Agreement, including, without limitation, any and all claims related or in any manner incidental to Plaintiff’s employment with either Defendant or her separation therefrom. Plaintiff expressly waives any rights or protection she may have under California Civil Code section 1542, which provides: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.” As a sole exception to the foregoing, Plaintiff’s Release does not apply to: (i) claims or actions to enforce this Agreement; (ii) claims premised upon vested rights Plaintiff may have under a Defendant’s ERISA-covered employee benefit plan; and (iii) claims that controlling law clearly states may not be released by private settlement, such as claims for unemployment benefits, state-sponsored disability benefits, social security benefits, or workers’ compensation benefits.

5.2 Release by Aggrieved Employees:

Upon approval of the Settlement by the Court, each Aggrieved Employee, together and individually, on their behalf and on behalf of their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall fully and forever release and discharge all the Released Parties from all claims for civil penalties under PAGA (the Private Attorneys’ General Act, California Labor Code §§ 2698, *et. seq.*) based on the allegations of Defendants’ conduct set forth in the Operative Complaint or based on the claims that were specified in Plaintiff’s PAGA Notice – including all claims for civil penalties under PAGA for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to permit rest breaks; (5) failure to reimburse business expenses; (6) failure to provide accurate itemized wage statements; and (7) failure to pay all wages due upon separation of employment. The release of the PAGA claims is effective, regardless of whether the Aggrieved Employee actually receives or cashes a settlement payment. The claims released by this paragraph are limited to those that arose during the PAGA Period.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.**

Plaintiff will prepare and file an application or motion for approval of this Settlement.

7. **SETTLEMENT ADMINISTRATION.**

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agree to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or

otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records and prior to the Parties' mediation, Defendants estimated that there were 324 Aggrieved Employees who worked 7,702 Pay Periods between March 23, 2021 and December 15, 2023. If the number of PAGA Pay Periods during the PAGA Period ultimately exceeds 7,702 by more than 10%, the Gross Settlement Amount will increase pro rata per additional PAGA Pay Period. For sake of clarity, if the total number of PAGA Pay Periods is 8,549 (i.e., exceeds 7,702 by 11%) the Gross Settlement Amount will increase by \$3,000 (1%).

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

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that

Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.12 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.13 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Aegis Law Firm, PC
9811 Irvine Center Drive, Ste 100
Irvine, CA 92618
Kashif Haque
Khaque@aegislawfirm.com
Jessica L Campbell
Jcampbell@aegislawfirm.com
Jamie M. Loos
jloos@aegislawfirm.com

To Defendants:

Littler Mendelson, PC
Marlene S. Muraco
50 W. San Fernando, 7th Floor
San Jose, California 95113
Telephone: (408) 998-4150
Facsimile: (408) 288-5686
Email: MMuraco@littler.com

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

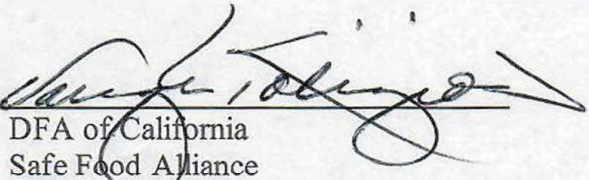
10.15 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a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

Agreed to by the Parties:

Dated: 01/15/25

By: 
Maria Soto (Jan 15, 2025 09:19 PST)
Maria Soto

Dated: 10/1/24

By: 
DFA of California
Safe Food Alliance

Agreed As to Form Only:

AEGIS LAW FIRM, PC

Dated: 1/15/2024

By: 
Samuel Wong
Kashif Haque
Jessica Campbell
Jamie Loos
Attorneys for Plaintiff

LITTLER MENDELSON, PC

Dated: 10/05/24

By: 
Marlene Muraco
Attorneys for Defendants

EXHIBIT A

NOTICE OF COURT-APPROVED SETTLEMENT
Maria C. Soto v. DFA of California, Safe Food Alliance
Superior Court of Sacramento, Case No. 34-2022-00317275

<<Mailing Date>>

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

Re: Individual PAGA Payment from Court-Approved Settlement in *Maria C. Soto v. DFA of California, et al.*
Superior Court of Sacramento, Case No. 34-2022-00317275

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

Please find enclosed a check in the amount of <<amount of payment>> (“Individual PAGA Payment”). This check is your payment from the court-approved settlement of a lawsuit entitled *Maria C. Soto v. DFA of California, et al.*, Case No. 34-2022-00317275 (“Action”), which was filed in the Superior Court of California for the County of Sacramento (“Court”).

The settlement involves the lawsuit that was filed by Maria C. Soto (“Plaintiff”), a former employee of DFA of California and Safe Food Alliance (“Defendants”), on behalf of the State of California with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the California Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”). In the case of this matter, Plaintiff alleged that Defendant violated the California Labor Code and Industrial Welfare Commission Wage Orders by failing to properly pay all wages, provide lawful meal periods or compensation in lieu thereof, authorize or permit lawful rest breaks or provide compensation in lieu thereof, provide accurate itemized wage statements, and reimburse necessary business expenses.

Defendants deny these allegations and deny any wrongdoing of any kind associated with these claims and allegations. Defendants further asserts that they have fully complied with the law.

Nevertheless, in order to avoid extended litigation and avoid continuing to incur significant legal costs and time defending against the lawsuit, a settlement was reached between Plaintiff and Defendants, on behalf of Plaintiff, the State of California, and the following aggrieved employees: all persons employed by Defendants as a non-exempt employee within the State of California between March 23, 2021 to February 8, 2024 (“PAGA Employees”). The settlement resolves and releases all PAGA claims alleged in the lawsuit as to Defendants and the Released Parties.

On [DATE] the settlement was approved by the Court, with a portion to be paid to the State of California, a portion to be paid to the PAGA Employees, up to \$100,000 (or one third of the settlement amount) to Plaintiff’s attorneys, approximately \$13,169.75 for costs incurred by Plaintiff’s attorneys, up to \$10,000.00 to Plaintiff for bringing the lawsuit, and up to \$4,750.00 to the Settlement Administrator. You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified, through Defendants’ business records, as a PAGA Employee. You are therefore covered by this settlement and entitled to a share of the settlement proceeds based upon the Court-approved allocation. Your Individual PAGA Payment is based on the total number of pay periods that you worked for Defendant as a PAGA Employee during the PAGA Period. The enclosed settlement check shall remain valid for 180 days after mailing.

Because this calculation was approved by the Court, the amount of your payment is final and cannot change. This means that you are not able to pursue a PAGA lawsuit against Defendants and the Released Parties based on

claims covered by the Court-approved settlement. Un-cashed checks will be delivered to the State of California's unclaimed property fund in your name.

Please Note: The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099. No taxes were withheld from your payment, so it will be your responsibility to pay any taxes that may be due. Thus, 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.

By way of the settlement, you are deemed to fully release and forever discharge the Released Parties from the Released Claims. The "Released Parties" means (i) Defendant DFA of California ("DFA"), (ii) DFA's past and present parents, subsidiaries and affiliates including without limitation any corporation, limited liability company, partnership, trust, foundation and non-profit entity which controls, is controlled by, or is under common control with DFA; (iii) Defendant Safe Food Alliance ("SFA"), (iv) the past and present parents, subsidiaries and affiliates of SFA; (v) the past and present shareholders, directors, officers, agents, employees, members, consultants, benefit plans, successor and assigns of any of the foregoing; and (v) any individual or entity that could be jointly liable with any of the foregoing. The "Released Claims" means and refers to all claims for civil penalties under PAGA (the Private Attorneys' General Act, California Labor Code §§ 2698, *et. seq.*) based on the allegations of Defendants' conduct set forth in the Operative Complaint or based on the claims that were specified in Plaintiff's PAGA Notice – including all claims for civil penalties under PAGA for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to permit rest breaks; (5) failure to reimburse business expenses; (6) failure to provide accurate itemized wage statements; and (7) failure to pay all wages due upon separation of employment. The release of the PAGA claims is effective, regardless of whether the PAGA Employee actually receives or cashes a settlement payment. The claims released by this paragraph are limited to those that arose during the PAGA Period.

Please do not call or write the Court or Office of the Clerk of the Court to ask questions about the settlement or your individual settlement payment. If you have any questions concerning the settlement, you may contact the Settlement Administrator at <<INSERT CONTACT INFORMATION>>.