PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 *ET SEQ.*) SETTLEMENT AGREEMENT

Berenise Beltran. v. Glanbia Nutritionals, Inc.; et al.
San Diego County Superior Court
Case No. 37-2022-00034936-CU-OE-CTL

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties (defined below) to this settlement agreement ("Agreement" or "Settlement"), subject to the approval of the Court, that the settlement of this Action (defined below) shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or elsewhere herein.

This Agreement is made by and between Defendants Glanbia Nutritionals, Inc., Glanbia Nutritionals (NA), Inc., and Volt Management Corp. (collectively, "Defendants"), on the one hand, and Plaintiff Berenise Beltran ("Plaintiff" or "Beltran"), on behalf of herself, the Aggrieved Employees (defined below), and the State of California, on the other hand (Defendants and Plaintiff are individually referred to herein as a "Party" and collectively referred to as the "Parties").

The Parties agree all claims asserted in *Berenise Beltran v. Glanbia Nutritionals, Inc., et al.,* San Diego Superior Court, Case No. 37-2022-00034936-CU-OE-CTL filed August 30, 2022 ("PAGA Action"), and Plaintiff's letter to the California Labor & Workforce Development Agency ("LWDA") dated May 31, 2022, shall be, and hereby are, ended, settled, resolved, and concluded by agreement of Defendants to pay the total sum of One Hundred, Seventy-Five Thousand Dollars and Zero Cents ($175,000.00) ("Gross Settlement" or "Gross Settlement Amount") for settlement of the Claims on the terms outlined in this Agreement, subject to court approval, which sum shall be all-inclusive meaning it will cover payments to Plaintiff, Plaintiff's attorneys' fees and costs, settlement administration fees, and payments to the State of California and the Aggrieved Employees, and under no condition will Defendants be obligated to pay additional sums for resolution of the Claims, except as provided in Section 3.03(b)(7) below. The Parties further agree this Agreement is a compromise of disputed claims and nothing in this Agreement shall be construed as an admission of liability.

Article I.

Definitions.

Section 1.01 Definitions.

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

(a) "Aggrieved Employees" means all individuals who worked for Defendants Glanbia Nutritionals, Inc. and Glanbia Nutritionals (NA), Inc. (together, "Glanbia") in California as non-exempt employees during the Release Period, and all individuals who worked for Defendant Volt Management Corp. ("Volt") as non-exempt employees and placed for work at Glanbia in California during the Release Period.

(b) "Claims" means all claims, causes of action, and primary rights that were alleged or could have been alleged based on the allegations set forth in the Complaint and PAGA Notice.

(c) "Complaint" means the operative complaint on file in the PAGA Action.

(d) "Court" means the Superior Court for the State of California, County of San Diego.

(e) "Glanbia Counsel" or "Counsel for Glanbia" is:

Marlene M. Moffitt, Esq.
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
4660 La Jolla Village Drive, Suite 900
San Diego, California 92122

(f) "Volt Counsel" or "Counsel for Volt" is:

Shaun J. Voigt, Esq.
Areen Babajanian, Esq.
FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500
Los Angeles, California 90071

(g) "Effective Date" means the date the Court enters an order and judgment approving and incorporating by reference the terms and conditions of this Agreement.

(h) "PAGA Notice" means the letter submitted on behalf of Plaintiff to the California Labor and Workforce Development Agency dated May 31, 2022 respectively, and alleging Labor Code violations against Defendants.

(i) "Plaintiff's Counsel" is:

Justin F. Marquez, Esq.
Benjamin Haber, Esq.
Arrash Fattahi, Esq.
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010

(j) "Release Period" means the time period May 31, 2021 through the Effective Date.

(k) "Settlement Administration Costs" means and shall include all costs of administering the settlement, including, but not limited to, all tax document preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees associated with preparing, issuing and mailing any and all notices and other correspondence to Aggrieved Employees; all costs and fees associated with communicating with Aggrieved Employees, State of California, Plaintiff's Counsel, Volt's Counsel, and Glanbia's Counsel; all costs and fees associated with computing, processing, reviewing, and paying payments to Aggrieved Employees; costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency; and any other cost and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Agreement.

(l) "Service Award" means the payment to the PAGA Representative for initiating the PAGA Action and providing services in support of the PAGA Action.

Article II.

Background.

Section 2.01 Background.

(a) On May 31, 2022, Plaintiff initiated a class action lawsuit against Defendants, titled *Berenise Beltran v. Glanbia Nutritionals, Inc., et al.*, San Diego Superior Court, Case No. 37-2022-00020681-CU-OE-CTL ("Class Action"). The operative complaint alleges, among other things, Defendants failed to pay all wages owed including overtime wages, failed to provide legally-compliant meal and rest breaks, failed to pay wages timely during employment and at termination, failed to provide legally-compliant wage statements, failed to reimburse necessary business expenditures, and engaged in unfair business practices. Plaintiff brought these claims as an individual and class representative. In light of Plaintiff's arbitration agreement, the Parties stipulated to dismissal of class claims, which the Court approved on September 27, 2022.

(b) On August 30, 2022, Plaintiff initiated the PAGA Action. The operative complaint alleges substantially similar wage-and-hour claims as in the Class Action but under the California Labor Code Private Attorney General Act of 2004 ("PAGA").

(c) Defendants deny and dispute all of the allegations in the the Class Action and PAGA Action and deny they have committed or are liable for any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind. Defendants further deny any of their current and former employees is an "aggrieved employee" or that Defendants should be held liable to Plaintiff or any other current or former employee as alleged in the Complaint. Defendants contend that, at all times and in good faith, they properly complied with applicable law. Defendants have vigorously defended against the claims in the Class Action and PAGA Action and, but for this Settlement, would continue to do so.

(d) On January 17, 2024, the Parties participated in a full-day mediation with the Hon. Howard Broadman (ret.), an experienced and highly respected PAGA and wage and hour mediator. The Claims did not settle at mediation but resulted in a mediator's proposal that the Parties subsequently accepted. The Parties' settlement is set forth fully herein.

(e) Throughout the Class Action and PAGA Action, the Parties have engaged in extensive discovery. The Parties reached this settlement only after conducting extensive investigation of the facts and law. The fact investigation included formal and informal discovery, including the production of Defendants' corporate practices and policies, wage statements, expense reports, time and pay records, Plaintiff's employment records, reimbursement requests, and emails. The Parties believe and agree this Agreement provides for a fair, adequate, and reasonable resolution of the Claims and have arrived at the Settlement after extensive, arms-length negotiations in a full-day private mediation, taking into account all relevant factors, present and potential.

(f) The Parties and their counsel recognize the expense and length of continued proceedings necessary to litigate the disputes through trial and through any possible appeals. The Parties have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. The Parties and their counsel are aware of the burdens of proof necessary to establish liability for the claims alleged, and the affirmative and other defenses asserted. Thus, reaching this Settlement now has the potential for having a higher value today than it might have later if the Litigation were to continue. Based on the foregoing, Plaintiff has determined the Settlement is fair and promotes PAGA's objectives.

(g) Labor Code section 2699(*l*)(2) provides that "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to this part." Accordingly, the Parties will seek an order from the Court approving this Agreement pursuant to California Labor Code section 2699(*l*)(2) and entering judgment incorporating by reference the terms and conditions of this Agreement.

Article III.

Approval and Implementation of Settlement.

Section 3.01 Plaintiff's and Plaintiff's Counsel's Obligations.

Plaintiff's Counsel shall promptly prepare and submit a motion or stipulation for Court approval of this Settlement in the PAGA Action and obtain an order from that court approving the Settlement, at the earliest possible date. Prior to or concurrently therewith, Plaintiff's Counsel shall also submit a copy of this Agreement to the California Labor and Workforce Development Agency ("LWDA") as required pursuant to PAGA. And, prior to or concurrently with submitting a motion or stipulation for Court approval of this Settlement in the PAGA Action, Plaintiff shall file a request for dismissal of the individual claims in the Class Action with prejudice and take all reasonable steps to ensure dismissal of those claims with prejudice.

The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating thereto, or that are otherwise necessary, for the approval and implementation of the payments as set forth in this Agreement and/or that are otherwise necessary for approval of the dismissal of the individual claims in the Class Action with prejudice.

The Court's approval of this Agreement shall be embodied in a written order and judgment, which shall be transmitted by Plaintiff's Counsel to the LWDA promptly upon entry, as required by PAGA.

Section 3.02 Settlement Administration Costs.

The Parties will retain CPT Group, Inc. as the third-party settlement administrator ("Settlement Administrator"). The Settlement Administrator will be responsible for establishing the QSF and issuing notices, payments and appropriate tax forms to Aggrieved Employees, the LWDA, Plaintiff, and Plaintiff's Counsel, pursuant to this Agreement and as approved by the Court. The Settlement Administrator is also responsible for handling inquiries from Aggrieved Employees about this Settlement and preparing whatever declarations or other documents or information requested by the Parties and/or the Court in connection with this Settlement. The Settlement Administration Costs shall be paid from the Gross Settlement Amount. Settlement Administration Costs are estimated to be $10,000.

Section 3.03 Settlement Payment and Disbursement Procedures.

(a) Funding Obligations.

Upon the later of thirty (30) business days after the Effective Date or fourteen (14) business days after the Settlement Administrator establishes a qualified settlement fund ("QSF") pursuant to this Agreement, Defendants shall pay their respective contributions of the Gross Settlement Amount into the QSF as set forth in this Agreement. Payment shall be made via wire, bank transfer, or other means acceptable to the Settlement Administrator on or before the scheduled due date. The Settlement Administrator will provide to Defendants' Counsel IRS Form W-9 for the QSF prior to and as a condition of their funding of the Gross Settlement Amount.

(b) Defendants' Respective Contributions to the Gross Settlement.

Defendants agree to pay, on a non-reversionary basis, their respective contributions of the Gross Settlement Amount as set forth below to settle, resolve, and fully discharge the Claims. The Gross Settlement Amount is all-inclusive, meaning it shall cover, resolve, and fully satisfy any and all amounts owed to Plaintiff, the Aggrieved Employees, the State of California, the Settlement Administrator, and Plaintiff's Counsel, including all amounts allocated to attorneys' fees and costs.

(1) Defendants' respective payment allocation of the Gross Settlement Amount is follows: Volt is responsible for paying $50,000 of the Gross Settlement Amount, and Glanbia is responsible for paying $125,000 of the Gross Settlement Amount.

(2) Volt and Glanbia shall only be responsible for their respective Gross Settlement Amount payment obligation as provided for herein.

(3) The Gross Settlement Amount payment obligations of Volt and Glanbia are several, not joint or collective. Plaintiff recognizes Volt and Glanbia shall be responsible only for their Gross Settlement Amount payment obligations as set forth herein.

(4) In the event Volt or Glanbia fails to satisfy their payment obligation as provided herein and approved by the Court, Plaintiff, in her sole discretion, shall have the option to: a) terminate this Settlement as to only such non-paying Defendant; or b) seek to enforce the Settlement as to only such non-paying Defendant.

(5) In the event any Defendant does not satisfy its payment obligation as provided herein and approved by the Court, this release will still be effective as to the Defendant(s) who do satisfy their payment obligation. For avoidance of doubt, this release will not be effective and shall not apply or extend to any Defendant that has not satisfied its payment obligation.

(6) The Parties agree there are no circumstances that would require Defendants to pay any amount greater than their allocation of the Gross Settlement Amount in connection with this Agreement, except as provided in Section 3.03(b)(7) below. In the event this Agreement is canceled, rescinded, terminated, voided or nullified, however that may occur as permitted herein, or the settlement is barred by operation of law, invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendants shall have no obligation to pay any of the Gross Settlement Amount and the Parties' respective positions shall be restored to their respective positions prior to mediation. Further, in that event, nothing in this Agreement, the negotiations leading to this settlement, nor any papers prepared in connection with this Agreement shall be admissible in any proceeding for any purpose whatsoever.

(7) Escalator Clause.

i. Based on their records, Glanbia estimates that, at the time of mediation, the Aggrieved Employees employed by Glanbia ("Glanbia Aggrieved Employees") consisted of approximately 123 employees who worked 4,556 pay periods during the Release Period. In the event that the actual number of pay periods worked by Glanbia Aggrieved Employees during the Release Period increases by more than 10%, or more than 456, then Glanbia shall increase its contribution to the Gross Settlement Amount on a proportional basis in excess of ten percent. For example, if there were an eleven percent (11%) increase in the number of pay periods for Glanbia Aggrieved Employees, Glanbia will increase its contribution of the Gross Settlement Amount by one percent (1%), i.e., by $1,250.

ii. Based on its records, Volt estimated that, at the time of mediation, the Aggrieved Employees employed by Volt and staffed at Glanbia ("Volt Aggrieved Employees") consisted of approximately 49 employees who worked 442 pay periods during the Release Period. In the event the actual number of pay periods worked by Volt Aggrieved Employees during the Release Period increases by more than 10%, i.e., more than 44, Volt shall increase its contribution to the Gross Settlement Amount on a proportional basis in excess of ten percent. For example, if there were an eleven percent (11%) increase in the number of pay periods for Volt Aggrieved Employees, Volt will increase its contribution to the Gross Settlement Amount by one percent (1%), i.e., by $500.

iii. In the event the Gross Settlement Amount is increased pursuant to this Paragraph, the Parties agree to submit a stipulation and amended order to the Court reflecting the updated Gross Settlement Amount.

(c) <u>Plaintiff's Counsel's Fees and Costs</u>.

Defendants will not oppose Plaintiff's Counsel's request for fees of up to 33 1/3% of the Gross Settlement Amount ("Plaintiff's Counsel's Fee Payment") and costs of up to $15,000

("Plaintiff's Counsel's Expense Payment"), subject to court approval. Plaintiff's Counsel will file a declaration with the Court detailing the litigation expenses for which Plaintiff's Counsel requests reimbursements. Plaintiff's Counsel will also file a declaration that includes information supporting their request for attorney's fees. If the Court approves a Plaintiff's Counsel Fees Payment and/or a Plaintiff's Counsel Litigation Expenses Payment less than the amounts requested, Plaintiff and Plaintiff's Counsel agree such determination will not be a basis for revoking or objecting to this Settlement but rather Settlement Administrator will allocate the remainder to the Net Settlement Fund. The Settlement Administrator will pay Plaintiff's Counsel's Fees Payment and Plaintiff's Counsel's Expenses Payment at the same time as the disbursements to the LWDA and the Aggrieved Employees. Such payments will also be made using one or more IRS 1099 Forms.

(d) Plaintiff's Service Award.

Defendants will not oppose Plaintiff's Counsel's request for a service payment to Plaintiff of not more than $7,500 ("Service Award"), which Plaintiff may receive in addition to any Individual PAGA Payment that Plaintiff is entitled to received, subject to court approval. If the Court approves a Service Award of less than the amount requested, Plaintiff and Plaintiff's counsel agree such determination will not be a basis for revoking or objecting to this Settlement but rather the Settlement Administrator will allocate the remainder in the Net Settlement Fund. The Settlement Administrator will pay Plaintiff's Service Award using IRS Form 1099.

(e) Net Settlement Fund.

The "Net Settlement Fund" shall be calculated by deducting from the Gross Settlement Amount: (1) up to 33 1/3% of the Gross Settlement Amount (projected to be $58,333.33) for the payment of Plaintiff's Counsel's fees; (2) up to $15,000 for the payment of Plaintiff's Counsel's costs; (3) up to $7,500 for payment to Plaintiff as a Service Award and in consideration of her releases herein; and (4) up to $10,000 for Settlement Administration Costs, all of which are subject to the Court's approval. The Net Settlement Fund is estimated to be approximately $84,166.67. Seventy-five percent (75%) of the Net Settlement Fund, or approximately $[63,125.00], shall be distributed to the LWDA, and the remaining twenty-five percent (25%) of the Net Settlement Fund ("Aggrieved Employee Amount"), or approximately $21,041.67, shall be distributed to the Aggrieved Employees.

This is a non-reversionary settlement and any amount not approved by the Court including for Plaintiffs' Counsel's fees or costs, Plaintiff's Service Award, and/or Settlement Administration Costs, shall be added to the Net Settlement Fund for distribution as set forth herein.

(f) Payments to Aggrieved Employees.

The Aggrieved Employee Amount shall be distributed in proportion to the Defendants' contribution to the Gross Settlement Amount, as follows:

(1) Aggrieved Employees of Volt. Volt contributed 28.6% of the Gross Settlement Amount. Therefore, 28.6% of the Aggrieved Employee Amount shall be distributed to Aggrieved Employees of Volt and such payments shall be based on the number of pay periods

they worked. Specifically, their payment will be calculated by dividing 28.6% of the Aggrieved Employee Amount by the total number of pay periods worked by all Aggrieved Employees of Volt during the Release Period, to yield the "Volt Pay Period Value." Each Aggrieved Employee of Volt will then be paid an amount equal to their individual number of pay periods worked in California for Volt during the Release Period multiplied by the Volt Pay Period Value.

(2) Aggrieved Employees of Glanbia. Glanbia contributed 71.4% of the Gross Settlement Amount. Therefore, 71.4% of the Aggrieved Employee Amount shall be distributed to Aggrieved Employees of Glanbia and such payments shall be based on the number of pay periods they worked. Specifically, their payment will be calculated by dividing 71.4% of the Aggrieved Employee Amount by the total number of pay periods worked by all Aggrieved Employees of Glanbia during the Release Period, to yield the "Glanbia Pay Period Value." Each Aggrieved Employee of Glanbia will then be paid an amount equal to their individual number of pay periods worked in California for Glanbia during the Release Period multiplied by the Glanbia Pay Period Value.

(g) Timing of Disbursement.

The Settlement Administrator shall disburse court-approved amounts from the Gross Settlement Amount to: (a) Plaintiff; (b) Aggrieved Employees; (c) the LWDA; (d) Plaintiff's Counsel; and (e) itself, no later than fifteen (15) business days after Defendants' deposit of the Gross Settlement Amount. Provided, however, Plaintiff and Plaintiff's Counsel acknowledge the payments due to them under this Agreement are contingent on, and in partial consideration for, filing a request for dismissal of the individual claims in the Class Action with prejudice.

(h) Mailing of Settlement Payments.

The Settlement Administrator shall transmit the "Notice of PAGA Settlement" (in substantially the same form as **Exhibit "A"** attached hereto), together with settlement checks containing their individual settlement amounts, with no claims process required, to all Aggrieved Employees by First-Class United States mail, postage prepaid, to the last known address of each recipient with directions to the Postmaster to forward the Notice of PAGA Settlement and return those that are undeliverable. The Parties agree the Notice of PAGA Settlement will be issued in English only and a Spanish or other non-English translation is not necessary.

Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address or Social Security number of the Aggrieved Employee involved, and will then perform a single re-mailing.

Plaintiff shall serve a notice of settlement on the LWDA at or before the time Plaintiff files the motion for approval of this Agreement.

(i) Tax and Benefit Treatment

All settlement payments to Aggrieved Employees will be treated as miscellaneous income for which an IRS Form 1099 will be issued by the Settlement Administrator, and no withholdings will be made.

All settlement payments to Aggrieved Employees shall be deemed to be paid to such Aggrieved Employee solely in the year in which such payments actually are received by the Aggrieved Employee. It is expressly understood and agreed the receipt of such settlement payments will not entitle any Aggrieved Employee to additional wages, compensation or benefits under any company bonus, contest or other compensation or benefit plan or agreement in place during the period covered by the settlement up to and including the date the settlement becomes effective, nor will it entitle any Aggrieved Employee to any increased retirement, 401(k) benefits or matching benefits or deferred compensation benefits. It is the intent of all Parties that the settlement payments provided for in this Agreement are the sole payments to be made by Defendants to the Aggrieved Employees, and that the Aggrieved Employees are not entitled to any new or additional compensation or benefits as a result of having received their settlement payment (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this settlement).

(j) Uncashed Funds.

Checks to Aggrieved Employees will remain negotiable for 180 days after their issuance. After the 180 day-period, the Settlement Administrator shall remit any unclaimed funds to the California State Controller as unclaimed property in the name of each such Aggrieved Employee, unless otherwise ordered by the Court.

Limitations on Use of This Settlement.

Section 4.01 No Admission.

This Agreement and compliance with this Agreement shall not be construed as an admission by Defendants of any liability whatsoever, or as an admission by Defendants of any violations of Plaintiff's or Aggrieved Employees' rights, violation of any order, law, statute, duty or contract whatsoever. Defendants specifically disclaims any liability to Plaintiff or any other allegedly aggrieved employee for any alleged violation of their rights, or for any alleged violation of any order, law, statute, duty or contract. Defendants further deny that, for any purpose other than settling these matters, that this action is appropriate for representative treatment.

Section 4.02 Non-Evidentiary Use.

This Agreement is admissible for purposes of obtaining approval from the Court of the Settlement and is intended to be binding on the Parties. It is also admissible in the event either Party is required to file a motion to enforce any of the terms of the Agreement. Neither this Agreement, nor any of its terms, nor any of the negotiations connected with it or proceedings relating to this Agreement, payouts or anything else associated with it, shall be offered or used as evidence by any of the Parties, or their respective counsel in the Litigation or in any other action or proceeding, including to establish any liability or admission on the part of Defendants or any Released Parties (defined below) or to establish the existence of any condition constituting a violation of, or noncompliance with, federal, state, local or other applicable law; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it or proceedings relating to this Agreement, payouts or other events associated with it, shall be construed as an admission or concession by Defendants or any Released Parties or establishment of any such violation(s) or failure(s) to comply with any applicable law. Defendants specifically retain the right to defend, on the merits, against any non-settled claims brought by any Aggrieved Employees.

Section 4.03 Nullification.

This Agreement shall be null and void if any of the following occur: (a) the Court should for any reason fail to approve this settlement in the form agreed to by the Parties, other than adjustments made to attorney's fees and costs, settlement administration costs, and Plaintiff's service award; (b) the Court should for any reason fail to enter the final judgment; (c) the final judgment is reversed, modified, or declared or rendered void; or (d) the Settlement does not become final for any other reason. Under those circumstances, neither this settlement, nor any of the related negotiations or proceedings, will be of any force or effect, and all Parties will stand in the same position, without prejudice, as if the Settlement had not been entered or filed, unless otherwise agreed upon in writing between the Parties.

Release and Waiver of Claims.

Section 5.01 Release By LWDA and Aggrieved Employees.

As a material part of this Agreement, upon the Effective Date and Defendants' payment of the Gross Settlement Amount, the LWDA and Plaintiff, on behalf of themselves, their heirs, executors, and assigns, and the Aggrieved Employees, shall be deemed to have fully, finally, and forever released, relinquished, and discharged Defendants, and each of their present and former affiliates, parent companies, subsidiaries, divisions, successors, predecessors, and assigns, and each of their respective past and present shareholders, officers, partners, directors, current and former employees, agents, attorneys, insurers, successors, assigns, representatives, accountants, and all persons acting under, by, through, or in concert with any of them (collectively, "Released Parties") from any and all claims, rights, demands, liabilities, primary rights, and causes of action of every nature and description, that were asserted in the Complaint and/or PAGA Notice, or that could have been asserted in the Complaint and/or PAGA Notice, and accrued during the Release Period ("PAGA Released Claims").

There is no ability for Aggrieved Employees to opt-out and all Aggrieved Employees will be bound by the terms of the Settlement, including this release, upon court approval of the Settlement.

Section 5.02 General Release by Plaintiff.

As a material part of this Agreement, upon the Effective Date and Defendants' payment of the Gross Settlement Amount, Plaintiff generally, unconditionally, irrevocably and absolutely release and discharge Defendants and Released Parties from any and all claims related in any way to the transactions or occurrences between them, to the fullest extent permitted by law, including, but not limited to Plaintiff's hiring by and employment and/or assignment with the Defendants (and any terminations relating thereto), Plaintiff's compensation, wages, or pay of any kind related to the Defendants, and all other losses, liabilities, claims, charges, demands and causes of action, known or unknown, suspected or unsuspected, arising directly or indirectly out of or in any way connected with Plaintiff's employment and/or assignment with the Defendants. This Release is intended to have the broadest possible application and includes, but is not limited to, any tort, contract, common law, constitutional or other statutory claims, including, but not limited to claims arising from or dependent on Title VII of the Civil Rights Act of 1964, the Equal Pay Act, the Americans with Disabilities Act, the Employee Retirement Income Security Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Occupational Safety and Health Act, the National Labor Relations Act, the Family and Medical Leave Act, the California Family Rights Act, the California Fair Employment and Housing Act, the California Labor Code, the California Constitution, the California Business and Professions Code, the California Industrial Welfare Commission Wage Orders, the California Government Code, as well as any amendments to those laws, and all claims for attorneys' fees, costs and expenses ("Plaintiff's Released Claims). The settlement binds Plaintiff, her heirs, successors, and assigns. Notwithstanding the foregoing, this waiver and release of claims does not extend to any rights to sue to enforce this Agreement or rights to unemployment benefits and workers' compensation benefits.

Plaintiff acknowledges she may discover facts or law different from, or in addition to, the facts or law she knows or believes to be true with respect to the claims and matters released by way of this Agreement and agrees, nonetheless, this Agreement and the releases contained in it shall be and remain effective in all respects, notwithstanding such different or additional facts or the discovery of them. The Parties execute this release with the full knowledge that this release of the Plaintiff's Released Claims covers all possible claims by Plaintiff against Defendants and the Released Parties, from the beginning of time through the Effective Date, to the fullest extent permitted by law. To the extent permitted by law, Plaintiff expressly waives her right to recovery of any type, including damages, penalties, or reinstatement, in any administrative or court action, whether state or federal, and whether brought by Plaintiff or on Plaintiff's behalf, related in any way to the matters released herein.

Plaintiff and Defendants acknowledge it is their mutual intent not only to resolve all matters presently in dispute between them, but also by this Agreement to forever prevent the reoccurrence of any question, dispute, or claim regarding the past employment or future consideration for employment of Plaintiff by Defendants or Released Parties.

Plaintiff's Waiver of Rights Under California Civil Code Section 1542. As consideration for her Service Award, in addition to the PAGA Released Claims, Plaintiff expressly waives and relinquishes the provisions, rights and benefits of section 1542 of the California Civil Code (or any similar provision under federal or state law), which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff acknowledges she has read Section 1542 of the California Civil Code and understands Section 1542 gives her the right not to release existing claims of which she is not now aware, unless she voluntarily chooses to waive this right. Having been so apprised, Plaintiff nevertheless voluntarily waives the rights described in Section 1542, and elects to assume all risks and to release the claims set forth herein, that now exist in her favor, whether known or unknown. This is a bargained-for provision of this Agreement and is further consideration for the covenants and conditions contained herein.

Plaintiff's Counsel. As of the Effective Date, and except as otherwise provided by this Agreement and the Judgment, Plaintiff's Counsel and any counsel associated with Plaintiff's Counsel waive any claim to costs and attorneys' fees and expenses against Defendants arising from or related to the Class Action, PAGA Action, and/or PAGA Notice. This provision will only remain in effect if the judgement is not appealed.

Miscellaneous Provisions.

Section 6.01 Voluntariness and Consultation with Counsel

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity. The Parties, and each of them, acknowledge that they have had the opportunity to consult with legal counsel of their choice prior to execution and delivery of this Agreement, and they have in fact done so. The Parties represent that they have entered into this agreement knowingly and voluntarily, after consulting with their attorneys, with a full understanding of its terms.

Section 6.02 Amendments.

This Agreement may only be modified or changed by a writing signed by the Parties hereto or by their undersigned counsel. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

Section 6.03 Assignment.

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, Plaintiffs' Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person. Plaintiff expressly warrants that he has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 6.04 Governing Law.

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California.

Section 6.05 Entire Agreement.

This Agreement and the Individual Settlement Agreement contain the entire understanding of the Parties hereto with respect to resolution of the Claims. This Agreement, together with the Individual Settlement Agreement, supersede any other agreements, understandings, or representations between the Parties.

Section 6.06 Waiver of Compliance.

Any failure of any Party, Defense Counsel, and/or Plaintiffs' Counsel hereto to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 6.07 Counterparts.

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Facsimile, pdf, or other copies of signatures of any Party hereto, including by DocuSign, shall be deemed to be an original signature for all purposes.

Section 6.08 Attorneys' Fees and Costs.

With respect to this Agreement, neither Plaintiffs' Counsel nor any other attorneys acting for, or purporting to act for the Aggrieved Employees, or Plaintiffs may recover or seek to recover any amounts for fees, costs, or disbursements in this PAGA Action or the related Class Action from the Released Parties or the Gross Settlement Amount except as expressly provided herein. Defendants shall bear their own attorney's fees and costs, and neither Plaintiffs' Counsel, Aggrieved Employees, nor Plaintiffs shall be responsible for Defendants' attorney's fees and costs. If any Party moves the Court to enforce this Agreement, the prevailing party shall be entitled to recover from the other Party all attorneys' fees and costs incurred to enforce this Agreement.

Section 6.09 Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, but excluding any dispute related to non-payment or late payment of the Gross Settlement Amount, the Parties agree to submit any such dispute(s) first to mediation and/or continued negotiations before mediator Honorable Howard Broadman (ret.), and then, if unsuccessful, to the San Diego County Superior Court. To the extent any Party seeks to enforce any of the terms of this Agreement in Court or before the Court, the prevailing party shall be entitled to recover his/her/its/their reasonable attorneys' fees and costs.

Section 6.10 Binding.

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

Section 6.11 Court's Retention of Jurisdiction.

The Court shall retain jurisdiction, pursuant to Code of Civil Procedure section 664.6 and otherwise as permitted by law, to enforce this Settlement.

Section 6.12 Authority.

Each Party to this Agreement expressly represents and warrants to have the authority necessary to execute this Agreement. Each person signing this Agreement on behalf of a corporation or as counsel for a Party represents that he or she has the authority to agree to the terms hereof and to execute this Agreement.

[*Signatures on next page*]

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth.

APPROVED AND ACCEPTED.

Dated: April __, 2024

GLANBIA NUTRITIONALS, INC.

By______________________________

Its ______________________________

Dated: April __, 2024

GLANBIA NUTRITIONALS (NA), INC.

By______________________________

Its ______________________________

Dated: April __, 2024

VOLT MANAGEMENT CORP.

By______________________________

Its ______________________________

Dated: April 2, 2024

DocuSigned by:

By______________________________

CD8C823325BA4CA...

BERENISE BELTRAN

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth.

APPROVED AND ACCEPTED.

Dated: ~~March __, 2024~~
April 23, 2024

GLANBIA NUTRITIONALS, INC.

By Nadia King
Its VP, Human Resources

Dated: ~~March__, 2024~~
April 23, 2024

GLANBIA NUTRITIONALS (NA), INC.

By Nadia King
Its VP, Human Resources

Dated: March __, 2024

VOLT MANAGEMENT CORP.

By______________________________________
Its ______________________________________

Dated: March __, 2024

By______________________________________
BERENISE BELTRAN

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth.

APPROVED AND ACCEPTED.

Dated: March __, 2024

GLANBIA NUTRITIONALS, INC.

By______________________________
Its ______________________________

Dated: March__, 2024

GLANBIA NUTRITIONALS (NA), INC.

By______________________________
Its ______________________________

Dated: ~~March~~ May 9, 2024

VOLT MANAGEMENT CORP.

By Robert M. Lewis Jr.
Its Associate General Counsel, Innova Solutions, Inc.

Dated: March __, 2024

By______________________________
BERENISE BELTRAN

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

BERENISE BELTRAN, et al., Plaintiffs, v. GLANBIA NUTRITIONAL, INC., et al., Defendants.	Case No. 37-2022-00034936-CU-OE-CTL **NOTICE OF SETTLEMENT OF PRIVATE ATTORNEYS GENERAL ACT CLAIM (CAL. LABOR CODE § 2698 *ET SEQ.*)**

You have been identified as a California non-exempt employee of Glanbia Nutritional, Inc. and/or Glanbia Nutritionals (NA), Inc. (together "Glanbia") or a California non-exempt employee of Volt Management Corp. ("Volt," and together with Glanbia, "Defendants") placed to work at Glanbia in California, at some time between May 31, 2021 and [RELEASE PERIOD END DATE] ("Aggrieved Employee").

Plaintiff Berenise Beltran ("Plaintiff") filed a lawsuit in San Diego County Superior Court against Defendants, titled *Berenise Beltran, et al. v. Glanbia Nutritional, Inc., et al*. and designated Case Number 37-2022-00034936-CU-OE-CTL (the "Lawsuit"). Plaintiff alleges, among other things, Defendants failed to pay all wages owed including overtime wages, failed to provide legally-compliant meal and rest breaks, failed to pay wages timely during employment and at termination, failed to provide legally-compliant wage statements, failed to reimburse necessary business expenditures, and engaged in unfair business practices. Plaintiff seeks penalties under the California Labor Code's Private Attorneys General Act of 2004, codified as Labor Code section 2698 *et seq.* ("PAGA") in the Lawsuit.

Defendants deny Plaintiff's allegations and dispute all of Plaintiff's claims. The Lawsuit was litigated extensively. Following an investigation and full-day mediation before a third-party mediator, the Parties reached a settlement which takes into account the uncertainties and risks of proceeding with litigation (the "Settlement").

The Court approved the Settlement on [insert date of entry of order approving Settlement] and has determined that the Settlement is fair and reasonable. A portion of the Settlement is being paid to the government and a portion is being to each Aggrieved Employee, as required under PAGA. Aggrieved Employees, including you, are receiving a portion of the Settlement based on the number of pay periods actually worked for Defendants in California from May 31, 2021 to [RELEASE PERIOD END DATE] ("Release Period").

The court-approved Settlement contains the following release of claims, to which you are bound:

> Upon the Effective Date and Defendants' payment of the Gross Settlement Amount, the LWDA and Plaintiff, on behalf of themselves, their heirs, executors, and assigns, and the Aggrieved Employees, shall be deemed to have fully, finally, and forever released, relinquished, and discharged Defendants, and each of their present and former affiliates, parent companies, subsidiaries, divisions, successors, predecessors, and assigns, and each of their respective past and present shareholders, officers, partners, directors, current and former employees, agents, attorneys, insurers, successors, assigns, representatives, accountants, and all persons acting under, by, through, or in concert with any of them (collectively, "Released Parties") from any and all claims, rights, demands, liabilities, primary rights, and causes of action of every nature and description, that were asserted in the Complaint and/or PAGA Notice, or that could have been asserted in the Complaint and/or PAGA Notice, and accrued during the Release Period ("PAGA Released Claims").

The payment which accompanies this notice is made to you pursuant to the terms of the Settlement. You will not be retaliated against for cashing the check. It is entirely up to you if you cash your check or not. Checks that are not cashed within 180 days of issuance will be transmitted to the California State Controller as unclaimed property, to be held on your behalf. Regardless of what you do with the check issued to you, by law and Court order, you will be deemed to have released the Released Parties from the Released Claims described above.

Your payment under this Settlement is considered penalties and will be reported to the IRS and state tax authorities. You will receive an IRS Form 1099 pertaining to your payment if required by law. You are responsible for payment of any and all taxes that are due as a result of this payment.

Do not call or write the Court or Office of the Clerk to ask questions about the settlement.

If you have any questions, you may call or write the Settlement Administrator, at the following number or address: [INSERT].