

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs **Graciela Hurtado** (“Hurtado”), **Eusebio Mendoza Lopez Jr.** (“Lopez”), and **Somsone L. Howard** (“Howard,” and with Hurtado and Lopez, “Plaintiffs”) and Defendant Grimmway Enterprises, Inc. (“Grimmway” or “Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

- 1.1. “Actions” mean: (a) Hurtado’s representative PAGA lawsuit alleging wage and hour violations against Defendant, initiated on October 14, 2022 and pending in the Superior Court of the State of California, County of Kern (Case No.: BCV-22-102726); (b) Hurtado’s individual PAGA arbitration alleging wage and hour violations against Defendant and pending with the American Arbitration Association (Case No.: 012200040955); and (c) Lopez and Howard’s PAGA lawsuit alleging wage and hour violations against Defendant, initiated on January 4, 2023 and pending in the Superior Court of the State of California, County of Kern (Case No.: BCV-23-100041).
- 1.2. “Administrator” means Apex Class Action Administration (“Apex”) 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 the Settlement.
- 1.4. “Aggrieved Employee” means a non-exempt hourly paid individual employed by Defendant in the State of California during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s 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 Kern.
- 1.8. “Defendant” means named Defendant Grimmway Enterprises, Inc.
- 1.9. “Defense Counsel” means Adam Y. Siegel and Kishaniah Dhamodaran of Jackson Lewis P.C.

- 1.10. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement; and (b) the Judgment is final. The Judgment is final 65 days after the day the Court enters Judgment and Notice of Entry of the Judgment is accomplished.
- 1.11. “Gross Settlement Amount” means One Million Fifty Thousand Dollars and Zero Cents (\$1,050,000.00) which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay the Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.
- 1.12. “Individual PAGA Payment” means each 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.
- 1.13. “Judgment” means the judgment entered by the Court based upon the Order Approving the PAGA Settlement.
- 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: the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder (Net Settlement Amount) is to be paid to Aggrieved Employee as Individual PAGA Payments.
- 1.17. “PAGA Counsel” means Roman Otkupman of Otkupman Law Firm and Gregory Mauro of James Hawkins, APLC, the attorneys representing Plaintiffs in the Actions.
- 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 was employed by and worked for Defendant for at least one day during the PAGA Period.
- 1.20. “PAGA Period” means the period from August 10, 2021 through the date the Court approves the Settlement.
- 1.21. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.22. “PAGA Notice” means Hurtado’s June 10, 2022, and Lopez and Howard’s October 27, 2022 letters to Defendant 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% (\$164,562.50) to the Aggrieved Employees and the 75% (\$493,687.50) to the LWDA in settlement of the PAGA claims.
- 1.24. “Plaintiffs” mean Graciela Hurtado, Eusebio Mendoza Lopez Jr., and Somone L. Howard, the named Plaintiffs in the Actions.
- 1.25. “Approval Order” means the proposed Order Approving the PAGA Settlement.
- 1.26. “Released PAGA Claims” mean the claims being released by Plaintiffs and the Aggrieved Employees as described in Paragraph 5 below.
- 1.27. “Released Parties” means: Defendant and all of their present and former parent companies, subsidiaries, divisions, concepts, related or affiliated companies, joint employers, shareholders, members, owners, officers, managers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released PAGA Claims.
- 1.28. “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.

2. RECITALS

- 2.1. On October 14, 2022, Hurtado commenced a PAGA action against Defendant in the Superior Court of California, County of Kern, on behalf of herself and other allegedly aggrieved employees, seeking PAGA penalties for the following alleged violations: (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay All Wages; (4) Failure to Provide Accurate and Itemized Wage Statements; (5) Failure to Timely Pay Wages Due at Termination; (6) Failure to Timely Pay Wages During Employment; (7) Failure to Reimburse Business Expenses; (8) Failure to Pay Overtime; and (9) Failure to Provide a Safe and Healthful Place of Employment (hereinafter, the “Hurtado PAGA Action”). Defendant moved to compel arbitration of Hurtado’s individual PAGA claims and to stay the representative PAGA claims pending arbitration. The Court granted the motion, and Hurtado’s individual PAGA claims were compelled to arbitration while her representative PAGA claims were stayed pending arbitration of her individual PAGA claims (“Hurtado Arbitration Action”).
- 2.2. On January 4, 2023, Lopez and Howard jointly filed a separate PAGA action against Grimmway in the Superior Court of California, County of Kern, on behalf of themselves and other allegedly aggrieved employees, seeking PAGA penalties for the following alleged violations: (1) Failure to Pay Minimum Wage; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Itemized and Accurate Wage Statements; (4) Failure to Timely Pay Wages During Employment; (5) Failure to Pay Wages Upon Separation; (6) Failure to Reimburse Business Expenses; (7) Failure to Provide Meal Periods; and (8) Failure to Provide Rest Periods (hereinafter, the “Lopez and Howard PAGA Action”).

- 2.3. Defendant denies the allegations in the Hurtado Arbitration Action, Hurtado PAGA Action, and Lopez and Howard PAGA Action (collectively, the “Actions”), denies any failure to comply with the laws identified in the operative complaints of the Actions, and denies any and all liability for the causes of action alleged.
- 2.4. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave written notice to Defendant and the LWDA by sending their respective PAGA Notices.
- 2.5. On November 4, 2024, Plaintiffs and Defendant, by and through the PAGA Counsel and Defense Counsel, respectively, participated in an all-day mediation presided over by Todd Smith, which led to this Agreement to settle the Actions.
- 2.6. Prior to mediation, Plaintiffs obtained, through informal discovery, time records, pay records, employees handbooks, written policies and procedures, standard wage and hour practices, and other information relating to the size and scope of the group of Aggrieved Employees, as well as data permitting Plaintiffs and PAGA Counsel to fully understand the nature and scope of the allegations.
- 2.7. 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. Defendant promises to pay One Million Fifty Thousand Dollars and Zero Cents (\$1,050,000.00) and no more as the Gross Settlement Amount to settle the PAGA claims alleged in the Actions. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.2 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 Defendant.
- 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 Approval Order:
 - 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33%, which is currently estimated to be Three Hundred Forty-Six Thousand Five Hundred Dollars and Zero Cents (\$346,500.00) and a PAGA Counsel Litigation Expenses Payment of not more than Thirty Thousand Dollars and Zero Cents (\$30,000.00). Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and PAGA Counsel will file an application for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment through the Stipulation for Approval of PAGA Settlement. 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. Released

Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of 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 Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administration Expenses Payment not to exceed Fifteen Thousand Two Hundred Fifty Dollars (\$15,250.00) 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 \$15,250.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Six Hundred Fifty-Eight Thousand Two Hundred Fifty Dollars (\$658,250.00) to be paid from the Gross Settlement Amount, with 75% (\$493,687.50) allocated to the LWDA PAGA Payment and 25% (\$164,562.50) allocated to the Individual PAGA Payments. All PAGA Penalty payments to the Aggrieved Employees are deemed penalties and interest for which a form 1099 shall issue.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$164,562.50) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2. 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 Data: Not later than 30 days after the Court issues the Approval Order, Defendant will deliver the Aggrieved Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' 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. Defendant has a continuing duty to immediately notify PAGA

Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. 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.

4.2. Funding of Gross Settlement Amount: Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.3. Payments from the Gross Settlement Amount: Within 14 days after Defendant 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 Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.3.1. 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.

4.3.2. 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.

4.3.3. For any Aggrieved Employees whose Individual PAGA Payment check is uncashed and cancelled after the void date, 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 thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subd. (b). Any fees or costs associated with depositing the uncashed checks with the California Controller's Unclaimed Property Fund shall be paid from the Gross Settlement Amount.

4.3.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Aggrieved

Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiffs, Aggrieved Employees, and PAGA Counsel will release claims against all Released Parties as follows:

5.1. **Plaintiffs' Release:** Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: any and all claims, known and unknown, asserted and not asserted, which the Plaintiffs have or may have against the Released Parties as of the date of execution of this Agreement ("Plaintiffs' Released Claims"). The Plaintiffs' Released Claims include, but are not limited to, all of the Released PAGA Claims and any other claims arising under the California Labor Code; any claim arising out of the California common law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, and federal common law; all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, and wrongful termination, including but not limited to, 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the California Fair Employment and Housing Act, the California Labor Code, and the law of contract and tort. This release excludes the release of claims not permitted by law. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

- 5.1.1. **Plaintiffs' Waiver of Rights Under California Civil Code Section 1542:** For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, 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.

- 5.2. **Release by Aggrieved Employees:** All Aggrieved Employees 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, or reasonably could have been alleged, based on the PAGA Period facts stated in the operative complaints of the Actions and the PAGA Notices and ascertained in the course of the Actions, including, but not limited to, civil penalties pursuant to PAGA for or related to alleged unpaid wages, overtime or double time wages, minimum wages, timely payment of wages during employment and at separation, meal periods and meal period premiums, rest periods and rest period premiums, wage statement penalties, unreimbursed business expenses, failure to keep requisite payroll records, unfair competition, unfair business practices, injunctive relief as it relates to the claims listed above, declaratory relief as it relates to the claims listed above, liquidated damages, penalties recoverable pursuant to the claims listed above, interest, fees, costs, as well as all other claims and allegations alleged in the Actions, throughout the PAGA Period (“Released PAGA Claims”).

5.3. Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Counsel Fees incurred in connection with the Actions and the facts stated in the Actions and the PAGA Notices.

6. **STIPULATION FOR APPROVAL OF SETTLEMENT**. The Parties agree to jointly prepare and file a stipulation for approval of this Settlement.

6.1. Plaintiffs’ Responsibilities: No later than 14 days after the execution of this Agreement, Plaintiffs and PAGA Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699(f)(2), including: (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel’s firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a copy of this Agreement; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

6.2. Responsibilities of PAGA Counsel: Once Defense Counsel has reviewed, revised, and approved the stipulation, PAGA Counsel shall be responsible for expeditiously finalizing and filing the stipulation no later than 30 days after the execution of this Agreement. PAGA Counsel is responsible for delivering the Court’s Approval Order to the Administrator.

- 6.3. Duty to Cooperate: If the Parties disagree on any aspect of the proposed stipulation for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant approval or conditions approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator: The Parties have jointly selected Apex to serve as the Administrator and verified that, as a condition of appointment, Apex agrees 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 to 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.** Based on a review of the records to date, Defendant estimates there are approximately 2,908 Aggrieved Employees as of July 22, 2024 who worked a total of 326,456 PAGA Periods.

- 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, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and 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. CONFIDENTIALITY AND NON-DISPARAGEMENT.

10.1. Plaintiffs' Confidentiality: Plaintiffs agree not to disclose the fact, substance, or terms of the Agreement, including the amount paid in settlement, to any other person or to any member(s) of the public, newspaper, magazine, websites, press, social media platform, radio station, television station or any future, current, or former employee, representative agent, customer, creditor, or competitor of Defendant without the express written consent of Defendant, except to Plaintiffs' immediate family, tax advisor, therapist, an attorney with whom Plaintiffs choose to consult regarding their consideration of this Agreement and/or to any federal, state or local governmental agency or as may be required by legal process. Plaintiffs agree that in the event Plaintiffs disclose the fact, substance, or terms of this Agreement to Plaintiffs' immediate family, tax advisor, therapist, or attorney, Plaintiffs will direct them not to reveal, disseminate by publication of any sort, or release in any manner or means this Agreement to any other person, except as may be required by legal process. If inquiries arise concerning the Actions, the Settlement, and this Agreement, Plaintiffs may only reply, "The matter has been resolved," and shall make no other comment, except as required by law. Plaintiffs acknowledge that confidentiality is a material term of this Agreement, and that if Defendant can prove in a court of law that Plaintiffs violated the confidentiality provision of this Agreement, Plaintiffs shall be responsible for the sum referenced in Paragraph 10.4 below. The Parties acknowledge their intention that the provisions of this paragraph create no liability for disclosures made: (i) prior to Plaintiffs' execution of this Agreement; (ii) by persons from public information released prior to Plaintiffs' execution of this Agreement; (iii) for the purposes of seeking approval of the Settlement and enforcing the terms of this Agreement; or (iv) as otherwise compelled by operation of law. This provision shall not be construed to limit Plaintiffs' rights under the National Labor Relations Act including, but not limited to, the right to engage in protected concerted activity, including discussing terms and conditions of employment with coworkers, and attempting to improve terms and conditions of employment through channels outside the immediate employee-employer relationship, such as through the National Labor Relations Board.

10.2. PAGA Counsel's Confidentiality: Except as required by the Court for the purposes of seeking approval of the Settlement or compelled by operation of law, PAGA Counsel agrees that PAGA Counsel will not publicize, disclose, cause, or authorize the publicizing or disclosure of the fact, substance, or terms of the Agreement, including the amount paid in settlement, or of the negotiations leading up to this Agreement, or of the basis for any claims or allegations that were or could have been made against the

Defendant which concern and are within the scope of this Agreement to any person, firm, organization, or entity of any and every type, public or private, or to any member(s) of the public, newspaper, magazine, websites, press, social media platform, radio station, television station or any future, current, or former employee, representative agent, customer, creditor, or competitor of Defendant for any reason, at any time, without the prior written consent of Defendant. PAGA Counsel acknowledges that confidentiality is a material term of this Agreement, and that if Defendant can prove in a court of law that PAGA Counsel violated the confidentiality provision of this Agreement, PAGA Counsel shall be responsible for the sum referenced in Paragraph 10.4 below. The Parties acknowledge their intention that the provisions of this paragraph create no liability for disclosures made: (i) prior to PAGA Counsel's execution of this Agreement; (ii) by persons from public information released prior to PAGA Counsel's execution of this Agreement; (iii) for the purposes of seeking approval of the Settlement and enforcing the terms of this Agreement; or (iv) as otherwise compelled by operation of law. PAGA Counsel further acknowledges that no disclosures shall be made to any publication or reporting service regarding settlements and verdicts.

- 10.3. Non-Disparagement Clause: Plaintiffs agrees to refrain from making statements that are disparaging or defamatory about the Released Parties, or Released Parties' customers, suppliers, or vendors, including but not limited to communications on social media websites such as Facebook, Twitter, Instagram, TikTok, LinkedIn, or Glassdoor on blogs, by text or email or other electronic means. Plaintiffs agree that confidentiality is the documented preference of the Defendant and is mutually beneficial to both Parties to this Agreement. Plaintiffs also agrees that the consideration in this Agreement includes bargained for consideration in exchange for the promise of confidentiality. This provision does not prohibit Plaintiffs from making truthful statements about the terms or conditions of Plaintiffs' employment, or from exercising Plaintiffs' rights under the National Labor Relations Act, government whistleblower programs, or whistleblowing statutes or regulations.
- 10.4. Liquidated Damages: Plaintiffs and PAGA Counsel acknowledge and agree that the time and expenses involved in proving in any forum the actual damage or loss suffered by Defendant if there is a breach of the confidentiality provision contained in Paragraphs 10.1 and 10.2 above makes this case appropriate for liquidated damages. Accordingly, instead of requiring any proof of damages or losses, Plaintiffs agree that as liquidated damages for any single incident of breach of Paragraph 10.1, as determined by a court of competent jurisdiction, Plaintiff(s) shall pay to Defendant the sum of ONE THOUSAND DOLLARS AND ZERO CENTS (\$1,000.00), respectively, per proven breach, which represents reasonable compensation to Defendant for the loss incurred because of such a breach. PAGA Counsel agrees that as liquidated damages for any single incident of breach of Paragraph 10.2, as determined by a court of competent jurisdiction, PAGA Counsel shall pay to Defendant the sum of THIRTY-FOUR THOUSAND SIX HUNDRED FIFTY DOLLARS AND ZERO CENTS

(\$34,650.00) per proven breach, which represents reasonable compensation to Defendant for the loss incurred because of such a breach. Neither the breach of said Paragraphs 10.1 and 10.2 nor the payment of liquidated damages shall affect the continuing validity or enforceability of this Agreement. The prevailing party shall be entitled to recover its/their attorneys' fees and costs incurred in connection with any claim based upon an alleged breach of Paragraphs 10.1 and 10.2.

- 10.5. Curing Provision: Prior to any action being taken pursuant to Paragraph 10.4, if Plaintiffs and/or PAGA Counsel discover a breach of Paragraphs 10.1 – 10.3, Plaintiffs and PAGA Counsel shall be given three (3) days to cure the breach by immediately emailing Defense Counsel and informing of the alleged breach and the steps that will be taken to cure the breach. If Defendant or Defense Counsel discovers any breach of Paragraph 10.1 – 10.3, Defense Counsel will promptly notify PAGA Counsel via email of the breach and Plaintiffs and/or PAGA Counsel will have three (3) days from the date of notice to cure the breach. If Plaintiffs and/or PAGA Counsel cure the alleged breach within three (3) days of the notice in accordance with the terms in Paragraphs 10.1 – 10.3, no penalties will be assessed and no action will be taken. If the breach is not cured in accordance with Paragraphs 10.1 – 10.3 and 10.5, Defendant reserves its right to pursue a claim based upon the alleged breach in a court of competent jurisdiction and seek the damages described in Paragraph 10.4.

11. ADDITIONAL PROVISIONS.

- 11.1. 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 Defendant that any of the allegations in the Actions have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Actions have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Approval or enter Judgment, Defendant reserves all available defenses to the claims in the Actions, and Plaintiffs reserve the right to contest Defendant's 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).
- 11.2. 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.
- 11.3. Attorney Authorization: PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, 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.

- 11.4. 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.
- 11.5. 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.
- 11.6. No Tax Advice: Neither Plaintiffs, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 11.7. 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.
- 11.8. Agreement Binding on Successors: This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.9. 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.
- 11.10. 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.
- 11.11. Confidentiality: To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.12. Use and Return of Aggrieved Employee Data: Information provided to PAGA Counsel pursuant to Cal. Evid. Code section 1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be

used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs and PAGA Counsel shall destroy, all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

- 11.13. Headings: The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 11.14. Calendar Days: Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 11.15. 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, to the other Party's respective counsel of record.
- 11.16. Execution in Counterparts: This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., 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.
- 11.17. 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.

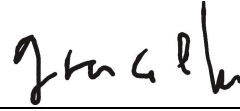
PLAINTIFFS AGREE THAT THEY FULLY UNDERSTAND THE TERMS OF THIS AGREEMENT. PLAINTIFFS' RESPECTIVE COUNSEL OF RECORD AFFIRM THAT PLAINTIFFS WERE PROVIDED WITH A SPANISH TRANSLATION OF THE AGREEMENT AND THAT PLAINTIFFS FULLY UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT.

[signature pages to follow]

02 / 26 / 2025

Dated: _____, 2025

Graciela Hurtado



Dated: _____, 2025

Eusebio Mendoza Lopez Jr.

Dated: _____, 2025

Somsone L. Howard

Dated: _____, 2025

Grimmway Enterprises, Inc.

By: _____

Title: _____

Approved as to form and content:

02 / 26 / 2025

Dated: _____, 2025

OTKUPMAN LAW FIRM



Roman Otkupman, Esq.
Attorneys for Plaintiff Graciela Hurtado

Dated: _____, 2025

Graciela Hurtado

Dated: 2/26/2025, 2025

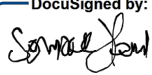
Eusebio Mendoza Lopez Jr.

Signed by:

0FA44DBB2D444B6...

Dated: 2/27/2025, 2025

Somsone L. Howard

DocuSigned by:

B5AA005B068340C...

Dated: _____, 2025

Grimmway Enterprises, Inc.

By: _____

Title: _____

Approved as to form and content:

Dated: _____, 2025

OTKUPMAN LAW FIRM

Roman Otkupman, Esq.
Attorneys for Plaintiff Graciela Hurtado

Dated: _____, 2025

Graciela Hurtado

Dated: _____, 2025

Eusebio Mendoza Lopez Jr.

Dated: _____, 2025

Somsone L. Howard

Dated: 2/26/, 2025

Grimmway Enterprises, Inc.



By: Jeremy Ladd

Title: SVP, General Counsel

Approved as to form and content:

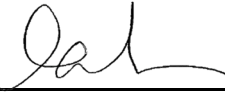
Dated: _____, 2025

OTKUPMAN LAW FIRM

Roman Otkupman, Esq.
Attorneys for Plaintiff Graciela Hurtado

Dated: February 27, 2025

JAMES HAWKINS, APLC



Gregory Mauro, Esq.
Attorneys for Plaintiff Eusebio Mendoza
Lopez, Jr. and Somsone L. Howard

Dated: March 3, 2025

JACKSON LEWIS P.C.



Adam Y. Siegel, Esq.
Kishaniah Dhamodaran, Esq.
Attorneys for Defendant Grimmway
Enterprises, Inc.