

AMENDED STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Stipulation of Class Action and PAGA Settlement (“Stipulation” or “Stipulation of Settlement”) is made by and between plaintiff Armando Gonzalez (“Plaintiff”), individually and on behalf of the members of the class (as defined below) and members of the PAGA group, as a proxy and representative of the LWDA, by and through his counsel of record, and defendant True World Foods, Los Angeles, LLC (“TWF”) by and through its counsel of record, subject to the approval of the Court, as set forth below. This Stipulation refers to Plaintiff and TWF collectively as “Parties,” or individually as “Party.” This Stipulation is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

1. DEFINITIONS.

1.1. “Action” means the Plaintiff’s present class and representative action alleging wage and hour violations against TWF captioned Gonzalez v. True World Foods, Los Angeles, LLC, Case No. 22STCV26745 initiated on August 17, 2022, and pending in Superior Court of the State of California, County of Los Angeles.

1.2. “Administrator” means ILYM Group, an independent third-party that will be engaged by Class Counsel and paid out of the Gross Settlement Amount, with the approval of Defendant, to perform the notice, administration, and distribution functions further described in this Stipulation of Settlement in Section 8.

1.3. “Administration Expenses Payment” means the amount for which Class Counsel shall petition this Court for compensation of the Administrator (for the amount addressed in paragraph 3.2.3) for services in administering this settlement pursuant to Section 8 of this Stipulation of Settlement. The Administration Cost shall be paid from the Gross Settlement Amount.

1.4. “Aggrieved Employee” refers to Plaintiff and all current and former California non-exempt employees who performed work for TWF in California between July 6, 2021, and the date the Court grants preliminary approval of the settlement.

1.5 “Class” or “Class Members” or “Class Member” means Plaintiff and all current and former California non-exempt employees who performed work for TWF from August 17, 2018, and the date the Court grants preliminary approval of the settlement.

1.6. “Class Counsel” means Ian M. Silvers of BISNAR CHASE LLP, the attorney of record for Class Representative in the Action

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” means the fees that are not opposed by TWC, and which are approved by the Court for Class Counsel’s litigation and resolution of the Action, and all costs incurred and expenses incurred and to be incurred by Class Counsel in the Action, respectively, to prosecute the Action. Subject to the Court approval, the Class Counsel Attorney’s Fees payment shall not exceed the amount of one-third of

the Gross Settlement Amount (i.e., FOUR HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$450,000.00) Gross Settlement Amount prior to any escalator clause being triggered).

1.8. “Class Data” means Class Member identifying information in TWF’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks.

1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member 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 Class Members.

1.10. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, which explains the terms of the Settlement, the procedure for making a Request for Exclusion, the procedure for making an Objection, settling for the total number of Class Workweeks worked by the Class Member, the estimated Individual Class Payment, as well as the estimated number of PAGA Pay periods and Individual PAGA Payment to eligible Aggrieved Employees, if applicable, and the procedure for disputing the stated amount of workweeks for each Participating Class Member during the Class Period pursuant to Paragraph 8.4 below, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Stipulation.

1.11. “Class Period” means the period from August 17, 2018, to the date the Court grants preliminary approval of the settlement, excusing workweeks released by drivers through July 1, 2019 (except business expenses) in the *Salinas, et al. v. True World Foods Los Angeles, LLC*, Los Angeles Superior Court Case No. BC 18STCV01288.

1.12. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.13. “Class Representative Service Payment” refers to the payment made to the Class Representative pursuant to Paragraph 3.2.1 in consideration for initiating the Action, his release and waiver of Section 1542 of California Civil Code pursuant to Paragraph 6.4 and his services as named Plaintiff in the Action.

1.14. “Court” means the Superior Court of California, County of Los Angeles, Honorable David S. Cunningham III, presiding.

1.15. “Defendant” or “TWF” refers to Defendant True World Foods, Los Angeles. LLC.

1.16. “Defense Counsel” refers to Defendant’s counsel of record in the Action, Chad D. Bernard at Jackson Lewis P.C.

1.17. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment

is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.18. “Employer’s Share of Payroll Taxes” refers to all applicable federal, state, and local income and employment taxes, including, but not limited to, any portion of such taxes that are to be paid by an employer, and including, but not limited to Unemployment Insurance, Employment Training Tax, FICA (Social Security and Medicare), State Disability Insurance, and state and federal personal income taxes.

1.19. “Final Approval” refers to the final order by the Court approving the Stipulation of Settlement (including any attorney’s fees and costs, Administration Expenses Payment and service payment) and entering Judgment following the Final Approval Hearing.

1.20. “Final Approval Hearing” refers to the hearing at which the Court will make a final determination whether the terms of the Stipulation of Settlement are fair, reasonable, and adequate for the Class and meet all applicable requirements for approval, and, if the terms of the Stipulation of Settlement are so approved, whether a judgment should be entered thereon, whether the Class Representative’s application for Class Representative Service Payment should be granted, whether the Administration Expenses Payment should be granted, and whether an application by Class Counsel for an award of attorneys’ fees and reimbursement of their reasonable costs and expenses should be granted..

1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement and adjudication of the Action.

1.22. “Gross Settlement Amount” refers to the non-reversionary negotiated dollar amount of this Stipulation of Settlement, which is Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000) before any escalator clause is triggered, which is the total amount TWF agrees to pay under the Settlement except as provided in Paragraph 3.1 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administration Expenses Payment.

1.23. “Individual Class Payment” refers to the payments made to the Participating Class Members of the amount that shall be payable from the Net Settlement Amount to each Participating Class Member as determined in accordance with the provisions of Paragraphs 3.2.4...

1.24. “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 worked during the PAGA Period.

1.25. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.26. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.27. “Judgment” means the final judgment entered by the Court approving this Stipulation of Settlement and adjudication of the Action. .

1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, PAGA Penalties, and the Administration Expenses Payment. The Net Settlement Amount is the maximum amount that shall be made available to Participating Class Members for distribution. Under no circumstances shall the value of the Net Settlement Amount cause the Gross Settlement Amount to exceed Four Hundred Fifty Thousand (\$450,000.00), except as triggered by the escalator clause.

1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion from the Class and this Stipulation of Settlement.

1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for at least one day during the PAGA Period.

1.31. “PAGA Period” means the period from July 6, 2021, through the date the Court grants preliminary approval.

1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.33. “PAGA Notice” means Plaintiff’s July 5, 2022, letter to TWF and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties of \$10,000 to be paid from the Gross Settlement Amount to satisfy the settlement of the PAGA claim as set forth in Paragraph 3.2.5.1, The PAGA Penalties shall be made in the following allocation: seventy-five percent (75%) or Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) shall go to the State of California, and twenty-five percent (25%), or Two Thousand Five Hundred Dollars and Zero Cents, (\$2,500.00) to be distributed to all Aggrieved Employees as Individual PAGA Payments on a pro rata basis based upon their PAGA Pay Periods. Aggrieved Employees cannot submit a Request for Exclusion with respect to claims under PAGA and thus shall receive their portion of the PAGA Penalties regardless of any Request for Exclusion from the Settlement Class. For tax purposes, the Parties agree that 100% of each Aggrieved Employee’s Individual PAGA Payment amount shall constitute penalties and interest (and each Aggrieved Employee will be issued an IRS Form 1099 for such payment to him or her).

1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. “Plaintiff” means Armando Gonzalez, the named plaintiff in the Action.

1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval to the Stipulation of Settlement and directing the Parties to disseminate Class Notice to the Class

1.38. "Preliminary Approval Order " means the proposed Order Granting Preliminary Approval of the Class and PAGA Settlement.

1.39. "Released Class Claims" means the claims being released as described in Paragraph 6.2 below.

1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 6.3 below.

1.41. "Released Parties" means: TWF and each of its former and present parent companies, subsidiaries, divisions, affiliates, directors, officers, shareholders, owners, attorneys, current and former employees, registered representatives, attorneys, insurers, reinsurers, predecessors, successors, assigns, fiduciaries, owners, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs, both individually and in their business capacities that could be liable to any member of the Class for any Released Claims as set forth in Paragraph 6.

1.42. "Request for Exclusion" means a Class Member's timely submission of a written request to be excluded from the Class and this Stipulation of Settlement signed by the Class Member. However, Class Members cannot submit a Request for Exclusion with respect to the PAGA claim, and thus, a Aggrieved Employee, shall receive an Individual PAGA Payment and be bound by the release of the PAGA Claim regardless of whether they submit a Request for Exclusion from the Class.

1.43. "Response Deadline" means 45 days after the Administrator mails Notice to Class Members, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement and such date may be modified by the Court. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 10 calendar days beyond the Response Deadline has expired.

1.44. "Terminating Event(s)" refers to any occurrence set forth in Paragraph 13.1 below, or each of them, which cause this Stipulation of Settlement to become null and void, namely: (a) Defendant exercises the right to rescission under Paragraph 10 (subject to the terms and conditions set forth herein); (b) the Court makes a final decision to decline to enter a Preliminary Approval Order or makes a final decision to decline to enter the Final Approval Order of Judgment or any part thereof as provided for herein, or the Parties fail to consent to the entry of alternative forms of Judgment, in lieu thereof, or after such consent the Court declines to enter such alternate form of Judgment; (c) the Court declines to approve the settlement of the PAGA Claim; or (d) the Court approves this Stipulation of Settlement, including any amendments hereto, but any such Judgment and Final Approval Order is finally reversed on appeal.

1.45. “Settlement Class” as used herein means all Class Members, or each of them, who do not timely submit a valid Request for Exclusion.

1.46. “Settling Parties” refers to Class Representative, the Class Members, LWDA (on behalf of Aggrieved Employees and through Plaintiff as an agent and proxy), and Defendant.

1.47. “Workweek” means any week during which a Class Member worked for TWF for at least one day, during the Class Period.

2. RECITALS.

2.1. The Litigation. On August 17, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against TWF for: (1) Failure to Pay Wages for All Hours Worked (Cal. Lab. Code §§204, 218, 1194, 1194.2); (2) Failure to Pay Overtime Wages (Cal. Lab. Code §§218, 510, 1194); (3) Failure to Provide Mandatory Meal-and-Rest Breaks (Cal. Lab. Code §§226.7, 512); (4) Failure to Provide Accurate Wage Statements (Cal. Lab. Code §§226, 1174); (5) Waiting Time Penalties (Cal. Labor Code §§201-203); (6) Violation of California’s Unfair Competition Law (Cal. Business & Professions Code §§17200. et. seq.). On September 9, 2022, Plaintiff filed a First Amended Complaint alleging an additional cause of action against TWF for PAGA violations. On February 17, 2023, Plaintiff filed a Second Amended Complaint adding an Unreimbursed Business Expense claim. The Second Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”)].

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to TWF and the LWDA by sending the PAGA Notice.

2.3. On October 3, 2023, the Parties participated in an all-day mediation presided over by Hon. Daniel Buckley, at the end of which the Parties accepted a mediator’s proposal to resolve the matter.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, a sample of time and pay records, policies, and datapoints including regarding the class and PAGA size and workweeks. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.5. The Court has not granted class certification.

2.6. The Parties, Class 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.

2.7. Claims Disputed. Defendant denies all material allegations set forth in the Action and has asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and finally settle the Action and obtain the releases set forth in Paragraph 6.

2.8 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Stipulation represents a compromise and settlement of highly disputed

claims. Nothing in this Stipulation is intended or should be construed as an admission by TWF that any of the allegations in the Operative Complaint have merit or that TWF has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that TWF's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, the fact that the Parties were willing to stipulate to class certification as part of the Stipulation of Settlement shall have no bearing on, and will not be admissible in connection with, the issue of whether any class should be certified in any subsequent proceeding. The Parties and their respective counsel further agree that they will not offer or make reference to this provisional stipulation to class certification for purposes of this Stipulation of Settlement in any subsequent proceeding in this Action (except for purposes of this Stipulation if approved by the Court or for enforcement of the Stipulation) or any other action. In the event that this Stipulation of Settlement is terminated for any reason, or otherwise not approved by the Court, the conditional class certification in this Action shall be deemed withdrawn, void, and nullified. The Settlement, this Stipulation 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 Stipulation).

2.9 Settlement in the Interests of the Class. Based on Class Counsel's own independent investigation and evaluation, Class Counsel is of the opinion that the settlement with Defendant for the consideration and on the terms set forth in this Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest of the Class and each member of the Class in light of all known facts and circumstances, including the risk of significant delay, and defenses asserted by Defendant. Defendant and Defendant's Counsel also agree that this Stipulation of Settlement is fair and in the best interest of the Class and each Class Member.

NOW, THEREFORE, in consideration of these Recitals, which are incorporated into the Stipulation of Settlement, and the mutual covenants, promises, and warranties set forth herein, the Parties agree, subject to the Court's approval, as follows:

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below (and subject to the escalator clause), TWF promises to pay \$450,000 and no more as the Gross Settlement Amount for the claims in the Action, TWF has no obligation to pay the Gross Settlement Amount (or any Employer's Share of Payroll Taxes) prior to the deadline stated in Paragraph 6.4 of this Stipulation. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to TWF.

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: Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). TWF will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. Even in the event that the Court reduces or does not approve the requested Class Representative Service Payment to Plaintiff, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 1/3 (33 1/3%), which is currently estimated to be \$150,000 (prior to any escalator clause) and a Class Counsel Litigation Expenses Payment of not more than \$25,000. TFW will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class 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 Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds TWF harmless, and indemnifies TWF, from any dispute or controversy regarding any division or sharing of any of these Payments. In the event that the Court reduces or does not approve the requested Class Counsel Attorney's Fees or Class Counsel Litigation Expense Payment, Class Counsel shall not have the right to revoke this Stipulation, and it will remain binding, but counsel reserves the right to appeal any such reduction. However, any appeal will not result in an increase in the Gross Settlement Amount.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$10,000 _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 \$10,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member/Aggrieved Employee: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. If applicable, an Individual PAGA Payment calculated by (a) dividing the 25% of the PAGA Penalties due to Aggrieved Employees 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 Pay Periods.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest, expenses and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff, Aggrieved Employees, and/or Class Members are not relying on any statement, representation, or calculation by Defendant or by the Administrator in this regard. Class Members, Aggrieved Employees and Class Counsel understand and agree that Class Members and/or Aggrieved Employees shall be responsible for the payment of all of their taxes and penalties assessed on the payments specified herein, and shall hold the Parties, Class Counsel, and Defendant's Counsel free and harmless from and against any claims resulting from their treatment of such payments as non-taxable, including the treatment of such payments as not subject to withholding or deduction for Employer's Share of Payroll Taxes.

Circular 230 Disclaimer. EACH PARTY TO THIS STIPULATION (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS STIPULATION OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT: (1) NO PROVISION OF THIS STIPULATION, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS STIPULATION, (B) HAS NOT ENTERED INTO THIS STIPULATION BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY

TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS STIPULATION.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$10,000.00 to be paid from the Gross Settlement Amount, with 75% (\$7,500.00) allocated to the LWDA PAGA Payment and 25% (\$2,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$2,500.00) 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.

3.2.5.2. 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.

3.3 For all purposes, Individual Class Payments and/or Individual PAGA Payments shall be deemed to be paid to Class Members solely in the year in which payment of such Individual Class Payments and/or Individual PAGA Payments are actually received by the Class Members. It is expressly understood and agreed that the receipt of such Individual Class Payments and Individual PAGA Payments will not entitle any Class Member to additional compensation or benefits under any company bonus, contest, or other compensation, or benefit plan or agreement in place during the Class Period, nor will it entitle any Class Member to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. It is the intent of this Stipulation of Settlement that Individual Class Payments and Individual PAGA Payments are the sole payments to be made by Defendant to Class Members, and that Class Members are not entitled to any new or additional compensation or benefits as a result of having received the Individual Class Payments and/or Individual PAGA Payments.

3.4 Limitation on Costs and Fees. Except as provided in this Stipulation of Settlement, Defendant shall not be required to pay any other expenses, costs, damages, or fees incurred by Plaintiff, by any Class Member, Aggrieved Employee or by any of their attorneys, experts, advisors, agents, or representatives regarding the litigation or settlement of the Action. Any award of Attorneys' Fees, and the Class Counsel Litigation Expense Payment payable hereunder to Class Counsel shall be in complete satisfaction of any and all claims for such attorneys' fees, costs, and expenses, under state or federal law, which Class Representative, other Class Members, Class Counsel, or any other counsel have or may have against Defendant arising out of or in connection with the Action and this Stipulation of Settlement (other than related to any breach of the agreement for which the prevailing party will be entitled to reasonable attorneys' fees, or if the Stipulation becomes null and void), including, but not limited to, any claims for attorneys' fees,

costs, and expenses involved in litigating the Action and in negotiating and implementing this Stipulation of Settlement, including Attorneys' Fees, Class Counsel Litigation Expenses Payment and expenses incurred through and after the final disposition and termination of the Action and including any and all appeals. Defendant shall not be responsible for distributing or apportioning any award of attorneys' fees and expenses among Class Counsel.

4.SETTLEMENT FUNDING AND PAYMENTS.

4.1. *Class Workweeks*. Based on a review of its records to date, TWF estimates there are 145 Class Members who collectively worked a total of approximately 11,111.6 Workweeks as of October 3, 2023.

4.2. *Class Data*. Not later than 10 days after the Court grants Preliminary Approval of the Settlement, TWF will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Stipulation. TWF has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which TWF must send the Class 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 Class Data.

4.3. *Funding of Gross Settlement Amount*. TWF shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Employer's Share of Payroll Taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4. *Payments from the Gross Settlement Amount*. Within 10 days after TWF funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members and 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. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator

may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members 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 Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class 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 Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate TWF to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Stipulation..

5. [section intentionally omitted]

6.RELEASES OF CLAIMS. Effective on the date when TWF fully funds the entire Gross Settlement Amount and funds all Employer's Share of Payroll Taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release all claims alleged in the Action against all Released Parties as follows:

6.1 Additional Release and Waiver of Claims by Class Representative. In addition to the release of the Released Class Claims against the Released Parties made by all Participating Class Members and the release of the Released PAGA Claims against the Released Parties made by Plaintiff as a proxy and agent for the LWDA on behalf of all Aggrieved Employees, as set forth above, Class Representative, in his individual capacity, further agrees that in exchange for Defendant's payment to Class Representative of the Court-approved Class Representative Service Payment, to release the Released Parties from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, arising as of the date of execution of this Stipulation, including, but not limited to, claims arising from or related to his employment with Defendant and his compensation while an employee of Defendant ("Class Representative's Released Claims"). Class Representative's Released Claims include, but are not limited to, all of the Released 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. section 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 to be released by law including, without limitation, any claims for workers' compensation benefits.

Class Representative's Released Claims include all claims, whether known or unknown. Even if Class Representative discovers facts in addition to or different from those that he now knows or believes to be true with respect to the subject matter of Class Representative's Released Claims, those claims will remain released and forever barred. To effect a full and complete general release as described above, Class Representative expressly waives and relinquish all rights and benefits of Section 1542 of the Civil Code of the State of California, and does so understanding and acknowledging the significance and consequence of specifically waiving Section 1542. Section 1542 of the Civil Code of the State of California states as follows:

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.

Thus, notwithstanding the provisions of Section 1542, and to implement a full and complete release and discharge of Released Parties, Class Representative expressly acknowledge this Stipulation of Settlement is intended to include in its effect, without limitation, all claims Class Representative does not know or suspect to exist in Class Representative's favor at the time of signing this Stipulation of Settlement, and that this Stipulation of Settlement contemplates the extinguishment of any such claims. Class Representative warrants that Class Representative has read this Stipulation of Settlement, including this waiver of California Civil Code section 1542, and that Class Representative has consulted with or had the opportunity to consult with counsel of Class Representative's choosing regarding this Stipulation of Settlement and specifically about the waiver of Section 1542, and that Class Representative understands this Stipulation of Settlement and the Section 1542 waiver, and so Class Representative freely and knowingly enter into this Stipulation of Settlement. Class Representative further acknowledges that Class Representative later may discover facts different from or in addition to those Class Representative now know or believe to be true regarding the matters released or described in this Stipulation of Settlement, and even so Class Representative agrees that the releases and agreements contained in this Stipulation of Settlement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Class Representative expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Stipulation of Settlement or with regard to any facts now unknown to Class Representative relating thereto.

6.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully release and discharge Released Parties from all Released Class Claims within the Release Period for : (1) Failure to Pay Wages for All Hours

Worked (Cal. Lab. Code §§204, 218, 1194, 1194.2); (2) Failure to Pay Overtime Wages (Cal. Lab. Code §§218, 510, 1194); (3) Failure to Provide Mandatory Meal-and-Rest Breaks (Cal. Lab. Code §§226.7, 512); (4) Failure to Provide Accurate Wage statements (Cal. Lab. Code §§226, 1174); (5) Waiting Time Penalties (Cal. Labor Code §§201-203); (6) Violation of California's Unfair Competition Law (Cal. Business & Professions Code §§17200, *et seq.*); (7) Violation of labor Code §2802 (Unreimbursed Business Expenses); and (8) any other claims that were or reasonably could have been brought by Plaintiff in the Action arising out of facts asserted in the Operative Complaint including, liquidated damages, civil, and statutory penalties, interest and other amounts recoverable under said claims, causes of action, or legal theories of relief identified above, including claims for the labor code claims asserted in the Operative Complaint, or related penalties of any nature (including waiting time penalties under Labor Code section 203) and the applicable Wage Orders that were or reasonably could have been alleged in the Operative Complaint in the Action, interest and fees. Released Class Claims are limited to the claims alleged in, or arising out of facts asserted in, the Operative Complaint. Notwithstanding, no Class Member is permitted to submit a Request for Exclusion from or object to the settlement of the PAGA Claim and it is the intent of the parties that all Aggrieved Employees shall be bound by the release of the PAGA Claim regardless of whether the Aggrieved Employee timely submits a valid Request for Exclusion from the Settlement Class. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

6.3 Release by Participating and Non-Participating Class Members Who Are Aggrieved Employees: All Participating and Non-Participating Class Members who are 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 in, or arising out of the facts asserted in, the Operative Complaint, and the PAGA Notice, during the PAGA Period, including, any and all claims involving any alleged failure to pay minimum wage, failure to pay all wages owed overtime, reimburse for business expenses, failure to maintain records, failure to comply with standard conditions of labor, provide compliant meal periods and rest breaks, provide wage statements and pay all wages due at the time employment ends, including: (1) Violation of Labor Code §226(a) and 226.3 for failing to provide accurate wage statements; (2) Violation of Labor Code §§226.7 and 512 for failure to provide all meal periods and rest breaks as required, or pay meal period and rest break premium wages in lieu thereof; (3) Violation of Labor Code §§201, 202, and 203 for failure to timely pay all wages owed upon termination; (4) Violation of Labor Code §§204, 210 and 558 for failing to pay all wages owed; (5) Violation of Labor Code §510 for failing to pay all overtime wages; (6) Violation of Labor Code §1174 and Industrial Welfare Orders, including but not limited to Section 7 for failure to maintain records; (7) Violation of Industrial Welfare Orders regarding failure to record meal periods; (8) Violation of Labor Code §§1194, 1194.2, 1197 and 1197.1 for failing to pay minimum wage; (9) Violation of Labor Code §1198 for failure to comply with standard conditions of labor; (10) Violation of Labor Code §2802 for failure to reimburse for business expenses; (11) Violation of Labor Code §558.1; (12) any other

claims for civil penalties under PAGA that were alleged in or, arise out of facts asserted in, the Operative Complaint .

6.4 All Participating Class Members Are Settling Parties. All Participating Class Members shall be bound by the terms and conditions of this Stipulation of Settlement, including all orders issued pursuant thereto, and shall be deemed to have waived all unstated objections and opposition to the fairness, reasonableness, and adequacy of this Stipulation of Settlement, and any of its terms.

6.5 Effect of Stipulation of Settlement. If the Stipulation of Settlement is given final approval, it shall operate as a full, complete, and final release of all the Released Claims of the Class Representative, all the Released Claims of the Participating Class Members, and all Releasing Parties. Additionally, this Stipulation of Settlement shall operate as a full, complete, and final release of the PAGA Claim by the LWDA (through Plaintiff as a proxy and agent) on behalf of all Aggrieved Employees employed during the PAGA Period, regardless of whether any such Aggrieved Employee submitted a timely, valid Request for Exclusion from the Stipulation of Settlement.

6.6 No Other Liability. The Stipulation of Settlement shall be in full settlement, compromise, release and discharge of the Released Claims and each of them, and the Released Claims by the Class Representative, and the Released Parties shall have no further or other liability or obligation to any member of the Settlement Class, the Class Representative, or any other Releasing Party with respect to the Released Claims, except as expressly provided herein.

7.MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

7.1 TWF’s Declaration in Support of Preliminary Approval. Within 5 days of the full execution of this Stipulation, TWF will prepare and deliver to Class Counsel a signed Declaration from TWF and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and TWF shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.2 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*; (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) 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 Class 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 Class Members ; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator ; (v) a signed

declaration from each Class Counsel firm attesting to its competency to represent the Class Members; and all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator; (vi) a redlined version of the parties' Stipulation showing all modifications made to the Model Stipulation ready for filing with the Court; In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Stipulation (to the extent reasonably possible); obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

7.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class 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 Preliminary Approval or conditions Preliminary Approval on any material change to this Stipulation, Class 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 Stipulation and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected ILYM Group to serve as the Administrator and verified that, as a condition of appointment, ILYM Group agrees to be bound by this Stipulation and to perform, as a fiduciary, all duties specified in this Stipulation 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.

8.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for the purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

8.3 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.

8.3.1 Employer's Share of Payroll Taxes shall be paid into the Qualified Settlement Fund in addition to and separate from the Gross Settlement Amount. The Administrator shall provide Defendant with an accounting of the amount of its portion of Employer's Share of Payroll Taxes seven (7) calendar days after the Effective Date. Defendant shall provide its portion of Employer's Share of Payroll Taxes to Administrator.

8.3.2 The Administrator shall pay, Employer's Share of Payroll Taxes and withholdings on that portion of Individual Settlement Payments to Participating Class Members that is allocated to wages to the relevant state and federal taxing agencies in accordance with applicable law and regulations on behalf of Defendant. The Administrator will also be responsible for issuing any required state and federal reporting documents (such as IRS Forms W-2s and 1099s) to Participating Class Members, Class Counsel, and the Class Representative on behalf of Defendant.

8.3.3 The Administrator shall issue a W-2 and Form 1099, under the terms set forth in this Stipulation of Settlement, to Class Members and/or Aggrieved Employees receiving an Individual Class Payment and/or Individual PAGA Payment as applicable.

8.4 Notice to Class Members.

8.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members and Workweeks in the Class Data.

8.4.2 Using best efforts to perform as soon as possible, and in no event later than 10 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation substantially in the form attached to this Stipulation as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment payable to the Class Member, and the number of Workweeks used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

8.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

8.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 10 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.4.5 If the Administrator, TWF or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise

options under this Stipulation not later than 10] days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 10 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

8.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Stipulation, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.1 of this Stipulation, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement.

8.6 Challenges to Calculation of Workweeks. Each Class Member shall have 450 days after the Administrator mails the Class Notice (plus an additional 10 days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

8.7 Objections to Settlement.

8.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Stipulation, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

8.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 10 days for Class Members whose Class Notice was re-mailed).

8.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

8.8 Privacy of Class Information. Any production of information to Class Counsel from the Class Data must be made in redacted form so that only a unique identifier in place of the individual's name and Individual Class Payment or Individual PAGA Payment will be provided. Other private information, including name, address, phone number, social security number, or other identifying information shall not be provided to Class Counsel. However, any objections will be provided to all counsel and the number of opt outs will be identified in the ILYM Declaration in support of final approving and any other information required by the Court.

8.9 Modification of Class Data. If Defendant, Class Counsel, and the Administrator determine, based upon further review of available data, that a person previously identified as being a Class Member should not be so included or identify a person who should have been included as a Class Member but was not so included, Defendant and the Administrator shall promptly delete or add such person as appropriate and notify Class Counsel prior to such deletions or additions (and the reasons therefore). The time periods and methodologies set forth herein reflect Defendant's best current belief as to its ability to make such identifications and it is understood that Defendant, in undertaking the tasks set forth herein, shall use reasonable efforts to identify all Class Members and to determine their last known addresses and social security numbers, as provided above, and to do so within the stated time periods. Other than the obligations set forth in this Stipulation of Settlement, Defendant shall have no additional obligation to identify or locate any Class Member.

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

8.10.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Stipulation, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The

Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

8.10.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

8.10.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks received and/or resolved, and checks mailed for Individual Class Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

8.10.4 Workweek Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Stipulation on all Class Member challenges over the calculation of Workweeks. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

8.10.5 Administrator’s Declaration. Not later than 10 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Stipulation, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration in Court.

8.10.6 Final Report by Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Stipulation. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Stipulation. Class Counsel is responsible for filing the Administrator's declaration in Court.

8.11 Discharge of Obligations. Defendant shall fully discharge its obligations under this Stipulation of Settlement once the Gross Settlement Amount is provided to the Administrator. The

Administrator shall fully discharge its obligations to those Class Members to whom it will provide payment of an Individual Class Payment and/or Individual PAGA Payment through the mailing of a check as set forth in above, regardless of whether such checks are actually received or negotiated by Class Members and/or Aggrieved Employees. The Gross Settlement Amount plus Employer's Share of Payroll Taxes represents Defendant's complete and total financial obligation with respect to the Stipulation of Settlement and shall be funded to the Administrator via wire transfer or electronic funds transfer on or before the funding date. Upon provision of the Gross Settlement and Employer's Share of Payroll Taxes by Defendant to the Administrator, all of Defendant's obligations under this Stipulation of Settlement shall be deemed complete.

9. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE. Based on its records, TWF estimates that, as of the date of mediation, (1) there are approximately 11,111.6 Total Workweeks from August 17, 2018, to October 2, 2023. If the number of Total Workweeks increases by more than 12% (*i.e.*, more than 12,444 Workweeks) as of the end of the Class Period, TWF shall, at its option, either: (a) proportionally increase the Gross Settlement by an equal percentage, or (b) the ending date of the Class Period shall be changed so that it ends on the date the class had 12,444 Workweeks, and the Gross Settlement shall not be increased. Defendant shall provide the Administrator with the number of workweeks worked by each Class Member's during his/her employment within the Class Period. A Class Member will be credited with a workweek in each week that they performed work according to the pay and time records of Defendant. Defendant's calculation of workweeks will be presumed to be correct, unless a particular Class Member proves otherwise by providing written documentation to support the correction. The Parties will attempt to resolve all workweek disputes between themselves. If they are unable to resolve them, they shall be presented to the Court for resolution.

10. TWF'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, TWF may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if TWF withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Stipulation; provided, however, TWF will remain responsible for paying all Settlement Administration Expenses incurred to that point. TWF must notify Class Counsel and the Court of its selection to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

11. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval") and Motion for Class Counsel Fee and Costs, Administration Costs and Class Representative Service Payment. Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later

than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Stipulation as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Stipulation within the meaning of this paragraph.

11.3 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 Stipulation and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Stipulation, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Stipulation, 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 an objector appeals the Judgment, the Parties' obligations to perform under this Stipulation 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.

11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Stipulation (including, but not limited to, the scope of release to be granted by Class Members), this Stipulation shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12.AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

13. TERMINATION OF SETTLEMENT

13.1 Terminating Events. This Stipulation of Settlement shall be void, the class certification order shall be nullified, and the Preliminary Approval Order and the Final Approval Order and Judgment shall be vacated upon application to the Court in the event that: (a) Defendant's Counsel exercises its rights under Paragraph 10 (subject to the terms and conditions set forth therein); (b) the Court makes a final decision to decline to enter Preliminary Approval of this Stipulation of Settlement or makes a final decision to decline to enter the Final Approval Order or Judgment or any part thereof as provided for herein, or the Parties hereto fail to consent to the entry of alternative forms of Judgment, in lieu thereof, or after such consent the Court declines to enter such alternate form of Judgment; or (c) the Court approves this Stipulation of Settlement, including any amendments hereto, but any such Judgment and Final Approval Order is finally reversed on appeal.

13.2 Effect of Termination. Upon any such occurrence set forth above in Paragraph 13.1: (a) this Stipulation of Settlement shall be terminated and become void and of no effect, except for the obligation of the Settling Parties to pay, on an equal basis (except that Defendant will be responsible for the Administration Expense Payment if Defendant exercise their right to rescind the Settlement pursuant to Paragraph 10), for any and all expenses incurred in connection with the notice and administration of the Stipulation of Settlement on or before the date on which the Stipulation of Settlement is terminated; (b) any actions taken or to be taken in connection with this Stipulation of Settlement and the Stipulation of Settlement shall become null and void and of no effect; (c) this Stipulation of Settlement and any hearings or proceedings thereunder shall not be referred to or used as evidence for or against any Party or Class Member in this or any other action or proceeding; and (d) all pretrial proceedings, including discovery, shall resume thirty (30) calendar days thereafter as if this Stipulation of Settlement had not been submitted for approval of the Court.

14.ADDITIONAL PROVISIONS.

14.1 Construction. This Stipulation of Settlement was entered into after substantial good faith, arms-length negotiations between the Parties' counsel. This Stipulation of Settlement is entered into freely and voluntarily only after each Party had carefully read and reviewed it with counsel, and it reflects the conclusion of each Party that this Stipulation of Settlement and the Judgment and the Releases, waivers, and covenants contemplated hereby are in the best interest of said Party. This Stipulation of Settlement has been entered into without any coercion and under no duress. The Settling Parties acknowledge and agree that all Settling Parties had an equal hand in drafting this Stipulation of Settlement so that it shall not be deemed to have been prepared or drafted by one Party or another. All Settling Parties waive the provisions of California Civil Code section 1654, which provides, in pertinent part, that "the language of a contract should be interpreted most strongly against the Party who causes the uncertainty to exist." Except as expressly provided herein, this Stipulation of Settlement is not intended to confer any rights or remedies upon any person other than the Settling Parties.

14.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, TWF and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed,

they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Stipulation directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Stipulation confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, TWF and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Stipulation or the matters giving rise to this Stipulation except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

14.3 **No Public Comment.** Class Representative and Class Counsel agree they will not issue any press releases, or have any communications with the media, other than to direct the media to the public records of the Action on file with the Court. However, following the granting of preliminary approval of the settlement, Plaintiffs' Counsel may list the settlement on its websites, as long as the disclosure does not identify Defendant by name or by industry. Class Counsel will take reasonable steps to ensure the Class Representative is aware of, and will adhere to, the restriction against any media comment on the Stipulation of Settlement and its terms. Further, Class Counsel will not use the Stipulation of Settlement for attempting to influence business relationships of Defendant, either before or after the Motion for Preliminary Approval is filed. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Action, the settlement amounts, and a general description of the Action, to a court in a declaration by Class Counsel. Nothing herein will restrict Plaintiff's Counsel from including publicly available information regarding this settlement in future judicial submissions regarding Plaintiff's Counsel's qualifications and experience, including in support of a motion for appointment as class counsel/PAGA representative counsel or motion for attorneys' fees in another action. Nothing herein shall be interpreted as preventing any good-faith communications by any Counsel and/or any Parties with the Court, the Class Members, or the Administrator.

14.4 **No Solicitation.** The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

14.5 **Integrated Agreement.** Upon execution by all Parties and their counsel, this Stipulation of Settlement 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. The Settling Parties acknowledge that no representations, inducements, warranties, promises, or statements relating to the subjects covered herein, oral or otherwise, have been made by any of the Settling Parties or by anyone acting on behalf of the Settling Parties that are not embodied or incorporated by reference herein, and further agree that no other agreement, covenant, representation, inducement, promise, or statement relating to the subjects covered herein not set forth in writing in this Stipulation of Settlement, shall be valid or binding.

14.6 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and TWF, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Stipulation to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Stipulation of Settlement including any amendments to this Stipulation.

14.7 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 Stipulation, 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 Stipulation that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

14.8 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.

14.9 No Tax Advice. Neither Plaintiff, Class Counsel, TWF 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.

14.10 Modification of Stipulation. This Stipulation, 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.

14.11 Stipulation Binding on Successors. This Stipulation of Settlement shall be binding upon and inure to the benefit of the Settling Parties hereto (including Class Members) and their respective heirs, executors, administrators, successors, and assigns, and upon any corporation, partnership, or other entity into or with which any Settling Party hereto may merge, combine, or consolidate.

14.12 Applicable Law. All terms and conditions of this Stipulation 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. Any orders or judgments entered by the Court in conjunction with the proceedings relating to or arising out of this Stipulation of Settlement shall be construed and

enforced under, and all issues relating to the preclusive effect of such orders or judgments shall be determined by, the California Code of Civil Procedure and the common law of the State of California, relating to the construction, enforcement, and preclusive effect of orders and judgments entered by this Court.

14.13 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Stipulation. This Stipulation will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

14.14 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Stipulation relating to the confidentiality of information shall survive the execution of this Stipulation.

14.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by TWF 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.

14.16 Severability. In the event that any one or more of the provisions contained in this Stipulation of Settlement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way affect any other provision if Defendant's Counsel and Class Counsel, on behalf of the Settling Parties and the Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Stipulation of Settlement.

14.17 Headings. The descriptive heading of any section or paragraph of this Stipulation is inserted for convenience of reference only and does not constitute a part of this Stipulation.

14.18 Calendar Days. Unless otherwise noted, all reference to "days" in this Stipulation shall be to calendar days. In the event any date or deadline set forth in this Stipulation falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

14.19 Notice. All notices, demands or other communications between the Parties in connection with this Stipulation 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:

Ian M. Silvers, Esq.
BISNAR|CHASE LLP
1301 Dove Street, Suite 120
Newport Beach, California 92660
Telephone: (949) 752-2999
Facsimile: (949) 752-2777

To TWF:

Chad D. Bernard, Esq.
Chad.Bernard@jacksonlewis.com
JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2500
Los Angeles, California 90017-5408
Telephone: (213) 689-0404
Facsimile: (213) 689-0430

14.20 Execution in Counterparts. This Stipulation may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Stipulation 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 Stipulation.

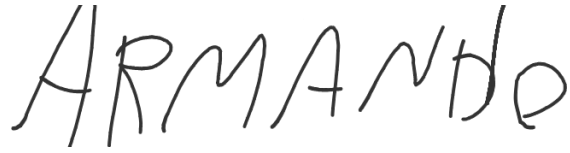
14.21 Stay of Litigation. The Parties agree that upon the execution of this Stipulation the litigation shall be stayed, except to effectuate the terms of this Stipulation. The Parties further agree that upon the signing of this Stipulation that pursuant to CCP section 583.330 to extend the date to bring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

14.22 Signatures Of Parties And Counsel For The Settling Parties. Parties and counsel for the Settling Parties indicate by signing below their approval of the form of this Stipulation of Settlement (and exhibits thereto), and, in the case of Class Counsel and the Class, their representation and warranty of authority to bind the Class as certified and the Class described herein (subject to the final approval of the Court) and their acceptance of the provisions regarding attorneys' fees.

14.23 Disputes. All disputes arising out of or related to this Stipulation of Settlement (except disputes as to Claims of Class Members, which are governed by the provisions of Paragraph 8.6) shall be resolved by the Court, as set forth in Paragraph 11.3 above.

SO STIPULATED.

Dated: February 21, 2024



Plaintiff, Armando Gonzalez

Dated: February __, 2024

MacKay Holmes, Vice President
For Defendant True World Foods Los Angeles, LLC

Dated: February 16, 2024



Ian M. Silvers
BISNAR | CHASE LLP
Attorneys for Plaintiffs

Dated: February __, 2024

Frank Liberatore
Counsel for True Worlds Foods Los Angeles, LLC

SO STIPULATED.

Dated: February __, 2024

Plaintiff, Armando Gonzalez

Dated: February 27, 2024

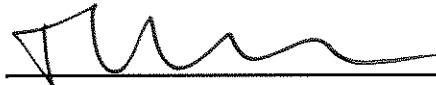


MacKay Holmes, Vice President
For Defendant True World Foods Los Angeles, LLC

Dated: February __, 2024

Ian M. Silvers
BISNAR | CHASE LLP
Attorneys for Plaintiffs

Dated: February 27, 2024



Frank Liberatore
Counsel for True Worlds Foods Los Angeles, LLC

Exhibit A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

Gonzalez v. True World Foods Los Angeles, LLC. et. al, Los Angeles County Superior Court
Case No. 22STCV26745

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against True World Foods Los Angeles, LLC (“TWF”) for alleged wage and hour violations. The Action was filed by former TWF employee Armando Gonzalez (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of non-exempt employees (“Class Members”) who worked for TWF during the Class Period (August 17, 2018 to [date of preliminary approval]); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt employees who worked for TWF during the PAGA Period (August 17, 2021 to [date of preliminary approval]) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring TWF to fund Individual Class Payments, and (2) a PAGA Settlement requiring TWF to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on TWF’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [redacted] (less withholding) and your Individual PAGA Payment is estimated to be \$ [redacted]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to TWF’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on TWF’s records showing that **you worked [redacted]** workweeks during the Class Period and **you worked [redacted] pay periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires TWF to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against TWF.

If you worked for TWF during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Penalty claims against TWF.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against TWF. and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

TWF will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against TWF that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement The Opt-out Deadline is [45 days after mailing]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. TWF must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by [45 days after mailing]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [date of	The Court's Final Approval Hearing is scheduled to take place on [date of hearing]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your

hearing]Final Approval Hearing	own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks Written Challenges Must be Submitted by[45 days after mailing]	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Workweeks and number of PAGA Period Pay Periods you worked according to TWF’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [45 days after mailing]. See Section 4 of this Notice.

1.WHAT IS THE ACTION ABOUT?

Plaintiff is a TWF employee. The Action accuses TWF of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses, and failing to provide , meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (California Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Ian M. Silvers of Bisnar Chase, LLP (“Class Counsel.”) TWF denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether TWF or Plaintiff is correct on the merits.

In the meantime, Plaintiff and TWF hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and TWF have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, TWF does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) TWF has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

TWF denies the allegations raised in the lawsuit and believe they have no liability for any of Plaintiff's or the Class Members' claims under any statute, wage order, common law, or equitable theory. The Parties reached a Settlement subject to Court approval as represented in the Stipulation of Class Action and PAGA Settlement (the "Settlement" or "Settlement Agreement"). Class Counsel believes that the Settlement is fair, reasonable, and adequate, and it is in the best interests of Class Members. Likewise, Defendant has decided that settlement is favorable because it avoids the time, risk, and expense of a lengthy lawsuit, and settlement immediately resolves, finally and completely, the pending and potential claims. By settling this lawsuit, Defendant does not admit, concede, or imply that it has done anything wrong or legally actionable.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. TWF will Pay \$450,000 as the Gross Settlement Amount (Gross Settlement). TWF has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, TWF will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed. 2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to \$150,000 (before any escalator clause) (33 and 1/3% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$10,000 as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

C. Up to \$10,000 to the Administrator for services administering the Settlement.

D. Up to \$10,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

2. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Workweeks.

3. Taxes Owed on Payments to Class Members. Plaintiff and CPC are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest, expenses and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. TWF will separately pay Employer’s Share of Payroll Taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and TWF have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

4. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

5. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [45 days after mailing], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [45 days after mailing] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against TWF.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against TWF based on the PAGA Period facts alleged in the Action.

6. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff’s and TWF have agreed that, in either case, the Settlement will be void: TWF will not pay any money and Class Members will not release any claims against TWF.

7. Administrator. The Court has appointed a neutral company ILYM Group (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail

and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

8. Participating Class Members' Release. After the Judgment is final and TWF has fully funded the Gross Settlement and separately paid all Employer's Share of Payroll Taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against TWF or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully release and discharge Released Parties from all Released Class Claims within the Release Period for : (1) Failure to Pay Wages for All Hours Worked (Cal. Lab. Code §§204, 218, 1194, 1194.2); (2) Failure to Pay Overtime Wages (Cal. Lab. Code §§218, 510, 1194); (3) Failure to Provide Mandatory Meal-and-Rest Breaks (Cal. Lab. Code §§226.7, 512); (4) Failure to Provide Accurate Wage statements (Cal. Lab. Code §§226, 1174); (5) Waiting Time Penalties (Cal. Labor Code §§201-203); (6) Violation of California's Unfair Competition Law (Cal. Business & Professions Code §§17200, *et seq.*); (7) Violation of labor Code §2802 (Unreimbursed Business Expenses); and (8) any other claims that were or reasonably could have been brought by Plaintiff in the Action arising out of facts asserted in the Operative Complaint including, liquidated damages, civil, and statutory penalties, interest and other amounts recoverable under said claims, causes of action, or legal theories of relief identified above, including claims for the labor code claims asserted in the Operative Complaint, or related penalties of any nature (including waiting time penalties under Labor Code section 203) and the applicable Wage Orders that were or reasonably could have been alleged in the Operative Complaint in the Action, interest and fees. Released Class Claims are limited to the claims alleged in, or arising out of facts asserted in, the Operative Complaint. Notwithstanding, no Class Member is permitted to submit a Request for Exclusion from or object to the settlement of the PAGA Claim and it is the intent of the parties that all Aggrieved Employees shall be bound by the release of the PAGA Claim regardless of whether the Aggrieved Employee timely submits a valid Request for Exclusion from the Settlement Class. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

9. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and TWF has paid the Gross Settlement (and separately paid the Employer's Share of Payroll Taxes), all Aggrieved

Employees will be barred from asserting PAGA claims against TWF, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against TWF or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are 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 in, or arising out of the facts asserted in, the Operative Complaint, and the PAGA Notice, during the PAGA Period, including, any and all claims involving any alleged failure to pay minimum wage, failure to pay all wages owed overtime, reimburse for business expenses, failure to maintain records, failure to comply with standard conditions of labor, provide compliant meal periods and rest breaks, provide wage statements and pay all wages due at the time employment ends, including: (1) Violation of Labor Code §226(a) and 226.3 for failing to provide accurate wage statements; (2) Violation of Labor Code §§226.7 and 512 for failure to provide all meal periods and rest breaks as required, or pay meal period and rest break premium wages in lieu thereof; (3) Violation of Labor Code §§201, 202, and 203 for failure to timely pay all wages owed upon termination; (4) Violation of Labor Code §§204, 210 and 558 for failing to pay all wages owed; (5) Violation of Labor Code §510 for failing to pay all overtime wages; (6) Violation of Labor Code §1174 and Industrial Welfare Orders, including but not limited to Section 7 for failure to maintain records; (7) Violation of Industrial Welfare Orders regarding failure to record meal periods; (8) Violation of Labor Code §§1194, 1194.2, 1197 and 1197.1 for failing to pay minimum wage; (9) Violation of Labor Code §1198 for failure to comply with standard conditions of labor; (10) Violation of Labor Code §2802 for failure to reimburse for business expenses; (11) Violation of Labor Code §558.1; (12) any other claims for civil penalties under PAGA that were alleged in or, arise out of facts asserted in, the Operative Complaint .

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved

Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in TWF's records, are stated in the first page of this Notice. You have until [45 days after mailing] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the TWF Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept's calculation of Workweeks and/or Pay Periods based on TWF's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and TWF's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Gonzalez v. True World Foods Los Angeles, LLC, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [450 days after mailing], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and TWF are asking the Court to approve. At least 16 court days before the [date of hearing] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Class Representative Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [ILYM Group website address for Action] or the Court's website [https://www.lacourt.org/paonlineservices/pacommerce/login.aspx?appId=IMG&casetype=CIV].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [450 days after mailing].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action Gonzalez v. True World Foods Los Angeles, LLC and include your name, current address, telephone number, and approximate dates of employment for TWF and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [redacted] at [redacted] in Department 11 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comments from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [ILYM website address for Action] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything TWF and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to ILYM Group's website at [ILYM Group website address for Action]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 22STCV26745. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

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BISNAR|CHASE LLP

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Telephone: (949) 752-2999

Facsimile: (949) 752-2777

Settlement Administrator:

ILYM Group:

P.O. Box 2031

Tustin, CA 92781 Telephone: (888) 250-6810

Fax Number: (888) 845-6185

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.