

MEMORANDUM OF UNDERSTANDING

Ryan Robles v. Barry Callebaut USA, LLC

Napa County Superior Court Case No. 25CV000606

This Memorandum of Understanding (“MOU”) was entered into by and between the parties to the civil action entitled *Ryan Robles v. Barry Callebaut USA, LLC*, Napa County Superior Court, Case No. 25CV000606 (the “Action”), Plaintiff Ryan Robles (“Plaintiff”) on behalf of himself, the putative class, and purported aggrieved employees as alleged in the First Amended Complaint (“FAC”), and Defendant Barry Callebaut USA, LLC (“Defendant”) (collectively, the “Parties”), for purposes of memorializing their agreement to the principle terms of a settlement of this Action.

After mediation with mediator Tripper Ortman on January 16, 2026, the Parties agree to resolve the claims asserted by Plaintiff, the putative class, and purported aggrieved employees (the “Resolution”) in the Action as follows:

- The “Represented Group” herein consists of all Defendant’s current and former non-exempt hourly paid employees in the state of California during the Settlement Period. The Settlement Period begins on December 21, 2021 for purposes of the wage and hour class claims and March 15, 2024 for purposes of the Private Attorney General Act (“PAGA”) claims, and continues until the total settlement amount calculated at \$18 per workweek reaches \$300,000. Based on Defendant’s estimate of approximately 16,666 total workweeks, the Settlement Period is expected to end on or about April 15, 2025. This estimated end date is subject to modification based on updated workweek data or further analysis by the Parties.
- The total common, non-reversionary settlement amount Defendant shall pay is Three Hundred Thousand Dollars and Zero Cents (\$300,000.00), which includes payments to the named Plaintiff and the purported Represented Group, attorney’s fees and costs, any enhancements to Plaintiff, administration fees, and PAGA civil penalties (“the Gross Settlement Amount”), with the Gross Settlement Amount paid on the Effective Date of the Settlement. The “Effective Date” refers to the date upon which all of the following have occurred: (i) the Court has approved the Settlement; and (ii) the Court has issued the Final Order and entered Judgment in accordance with the terms described herein.
- The following shall be subtracted from the Gross Settlement Amount to determine the net settlement amount available to the purported Represented Group (“Net Settlement”):
 - Defendant will not oppose Plaintiff’s request for attorneys’ fees of up to 1/3 (i.e., \$100,000.00) of the Gross Settlement Amount. If Plaintiff’s counsel’s request for 1/3 of the Gross Settlement Amount is not approved and/or

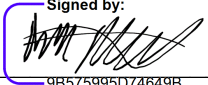
reduced by the Court, any amount not approved and/or reduced by the Court will revert to the participating Represented Group.

- From the Gross Settlement Amount, Defendant will not oppose Plaintiff's request for reimbursement of reasonable litigation costs by Plaintiff's counsel. If Plaintiff's counsel's request for reimbursement of litigation costs is not approved and is reduced by the Court, any amount not approved and/or reduced by the Court will revert to the participating Represented Group.
- Defendant will not oppose Plaintiff's request for an enhancement payment, an amount not to exceed \$7,500.00, in addition to a general and full release of claims. Plaintiff agrees to sign a California Civil Code section 1542 general release of claims, releasing any and all claims brought and that could be brought against Releasees. If Plaintiff's request for an enhancement payment is not approved and/or reduced by the Court, any amount not approved and/or reduced by the Court will revert to the participating Represented Group.
- The Parties agree to allocate \$8,000.00 of the Gross Settlement Amount for administration fees, which is a good faith estimate. If the Parties' estimated administration fees are too little, they can be adjusted and shall be paid from the Gross Settlement Amount. If the actual administration fees are less than the Parties' estimates, the difference between the actual and estimates will revert to the participating Represented Group.
- From the Gross Settlement Amount, an amount not to exceed \$20,000.00 will be allocated to the purported PAGA claims, and will be divided between the State of California and the purported aggrieved employees. The State shall receive 65% of this amount (\$13,000.00) and the purported aggrieved employees shall receive the remaining 35% of this amount (\$7,000).
- The Resolution will cover the period from December 21, 2021 through April 15, 2025, or until the Gross Settlement Amount calculated at \$18 per workweek reaches \$300,000, whichever occurs first, for purposes of the wage and hour class claims (the "Class Period"). The PAGA claims will cover the period from March 15, 2024 through April 15, 2025, or the date the Class Period ends, whichever occurs first (the "PAGA Period") (collectively, the "Settlement Period"). The Parties acknowledge that the Gross Settlement Amount is based on an estimated 16,666 workweeks at a rate of \$18 per workweek, subject to the escalator/cutoff provision below.
- The Parties stipulate to class certification for purposes of settlement only. If the Court does not grant preliminary and final approval of class action settlement in the Action, the Parties will not stipulate to class certification.

- Notwithstanding any other provision of this MOU, Defendant shall retain the right, in the exercise of its sole discretion, to nullify the settlement if class members representing more than an aggregate total of 15% of the class opts out.
- For the consideration set forth herein, Plaintiff on behalf of himself, putative class, and as a proxy of the LWDA on behalf of the aggrieved employees, and the Represented Group agree to settle and release all claims, demands, liabilities, damages, attorney's fees, costs, and penalties against Defendant Barry Callebaut USA, LLC, its parents, subsidiaries, affiliates, insurers, related entities and divisions, and its and their respective predecessors, successors, assigns, current and former agents, heirs, executors, administrators, principals, officers, directors, owners, shareholders, employees, founders, members, assigns, insurers, attorneys, and any and all others claiming through or by any of them ("Releasees"), relating to any and all facts and claims asserted in the Action or any other claims that could have been asserted in the Action based on the facts alleged, including but not limited to, claims arising from unpaid wages, minimum wages, regular wages, overtime and double time wages, meal and rest period violations, untimely payment of wages, wage statement violations, separation pay violations, unpaid reimbursements and expenses, and PAGA penalties during the Settlement Period. Furthermore, Plaintiff agrees to amend the FAC and LWDA notice as necessary.
- The Parties will discuss a mutually agreeable claims administrator. The settlement administration costs are to come out of the Gross Settlement Amount.
- Defendant represents that there are a total of approximately 16,666 work weeks during the Class Period. The long-form settlement agreement will contain an escalator clause in the event of an increase in work weeks of more than 10% from the original estimate of 16,666 work weeks during the Class Period. Specifically, if the number of work week in the Class Period is greater than 18,333, the Gross Settlement Amount shall be increased by the percentage that the actual number of work weeks exceeds 18,333. However, if the number of work weeks exceed 18,333, and Plaintiff elects to enforce the escalator clause, Defendant will have the right, in the exercise of its sole discretion, to limit the Class Period to the time at which the number of work weeks reaches 18,333, in lieu of increasing the Gross Settlement Amount. If Defendant exercises this right to cut off the Class Period, Defendant agrees to inform Plaintiff and Plaintiff's counsel of the Class Period cutoff date before the filing of the motion for preliminary approval of the settlement.
- The Net Settlement Amount will be the Gross Settlement Amount minus Court-approved attorneys' fees and costs; Plaintiff's enhancement award; settlement administration costs; and PAGA allocation.
- Payments to the settlement class will come from the Net Settlement Amount.

- The Parties shall negotiate in good faith to resolve all other issues necessary to effectuate the settlement contemplated herein, including, but not limited to obtaining approval of the settlement from the court.
- The Parties intend to enter a more formal long-form settlement agreement consistent with the terms of this MOU within 30 days of the date of execution of this MOU, but if they fail to execute a more formal agreement, this MOU will be final, binding and enforceable pursuant to California Code of Civil Procedure 664.6.

ACCEPTANCE BY PLAINTIFF

Signed by:

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Ryan Robles
Date: 4/15/2026

ACCEPTANCE BY DEFENDANT

Barry Callebaut USA, LLC

Name:
Title:
Date:

APPROVED AS TO FORM BY COUNSEL

Kane Moon, Esq.
Allen Feghali, Esq.
S. Phillip Song, Esq.
Counsel for Plaintiff
Ryan Robles

Nathan K. Low, Esq.
Hyunki (John) Jung, Esq.
Counsel for Defendant
Barry Callebaut USA, LLC

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ACCEPTANCE BY PLAINTIFF

 Ryan Robles
 Date:

ACCEPTANCE BY DEFENDANT

Barry Callebaut USA, LLC

 Name:
 Title:
 Date:

APPROVED AS TO FORM BY COUNSEL



 Kane Moon, Esq.
 Allen Feghali, Esq.
 S. Phillip Song, Esq.
Counsel for Plaintiff
 Ryan Robles

 Nathan K. Low, Esq.
 Hyunki (John) Jung, Esq.
Counsel for Defendant
 Barry Callebaut USA, LLC

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ACCEPTANCE BY PLAINTIFF

Ryan Robles
Date:

ACCEPTANCE BY DEFENDANT

Barry Callebaut USA, LLC



Philipp Muheim (Apr 22, 2026 16:53:24 CDT)

Name:
Title:
Date:

APPROVED AS TO FORM BY COUNSEL

Kane Moon, Esq.
Allen Feghali, Esq.
S. Phillip Song, Esq.
Counsel for Plaintiff
Ryan Robles



Nathan K. Low, Esq.
Hyunki (John) Jung, Esq.
Counsel for Defendant
Barry Callebaut USA, LLC