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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NAPA

RYAN ROBLES, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

BARRY CALLEBAUT U.S.A., LLC, a
limited liability company; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 25CV000606

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

Action Filed: March 21, 2025
Trial Date: Not set

This Joint Stipulation of Class and Representative Action Settlement ("Settlement Agreement," "Settlement," or "Agreement") is made by and between Plaintiff Ryan Robles ("Plaintiff") and Defendant Barry Callebaut U.S.A., LLC ("Defendant") (Plaintiff and Defendant collectively, "the Parties," and individually "Party").

1. DEFINITIONS.

1. "Action" means *Ryan Robles v. Barry Callebaut U.S.A., LLC*, Superior Court of the State of California, County of Napa, Case No. 25CV000606.
2. "Administrator" means Phoenix Class Action Administration Solutions ("Phoenix") the neutral entity the Parties have designated to administer the Settlement.
3. "Administration Expenses Payment" means the court-approved amount allocated to the Administrator for reimbursement of its reasonable fees and expenses incurred to administer the Settlement, not to exceed \$8,000.00.
4. "Aggrieved Employees" means all current and former non-exempt hourly paid employees of Defendant in the State of California from March 15, 2024, through April 15, 2025, unless the PAGA Period is shortened pursuant to Section 7 below.
5. "Class" means all current and former non-exempt hourly paid employees of Defendant in the State of California from December 21, 2021, through April 15, 2025, unless the Class Period is shortened pursuant to Section 7 below.
6. "Class Counsel" means Kane Moon, Allen Feghali, and S. Phillip Song, Moon Law Group, PC.
7. "Class Counsel Fees Payment" means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action, not to exceed one-third of the Gross Settlement Amount.
8. "Class Counsel Expenses Payment" means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action.

9. "Class Data" or "Class List" means Class Member identifying information in Defendant's possession, including the Class Member's name, last-known mailing address, last known telephone number, Social Security number or employee identification number, start and end dates of active employment as a non-exempt employee of Defendant in the State of California, number of Workweeks worked during the Class Period, number of PAGA Pay Periods worked during the PAGA Period, and any other information required by the Administrator to effectuate this Agreement.
10. "Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member, including a Non-Participating Class Member who qualifies as an Aggrieved Employee.
11. "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 tracing, and direct contact by the Administrator with Class Members.
12. "Class Notice" means the court-approved Notice of Class and Representative Action Settlement and Final Approval Hearing to be mailed to Class Members in English and Spanish, substantially in the form attached to this Agreement as **Exhibit A** and incorporated by reference into this Agreement.
13. "Class Period" means the period from December 21, 2021, through April 15, 2025 unless the Class Period is shortened pursuant to Section 7 below.
14. "Class Representative" means the named Plaintiff in the Action, Ryan Robles.
15. "Class Representative Service Award" means the court-approved payment allocated to the Class Representative for his services in support of the Action and General Release, not to exceed \$7,500.00.

16. "Court" means the Superior Court of the State of California, County of Napa.
17. "Defendant" means the named Defendant in the Action, Barry Callebaut U.S.A., LLC.
18. "Defense Counsel" means Nathan K. Low, Hyunki (John) Jung, and Adriana Diaz Mireles of Fisher & Phillips LLP.
19. "Effective Date" means the date on which the Court's order approving the Settlement Agreement and its entry of judgment become Final. "Final" shall mean the latest of: (i) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters the final judgment; (ii) if an objection is filed and not withdrawn, the deadline for filing an appeal and no such appeal being filed; or (iii) if any timely appeals are filed, the date of the resolution or withdrawal of any such appeal in a way that does not alter the terms of the settlement.
20. "Final Approval Order" means the Court's Order Granting Final Approval of the Settlement.
21. "Final Approval Hearing" means the Hearing on Plaintiff's Motion for Final Approval of the Settlement.
22. "Final Judgment" means the Judgment entered by the Court upon granting Final Approval of the Settlement.
23. "Gross Settlement Amount" means \$300,000.00, the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will pay the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Award, and Administration Expenses Payment. Defendant will separately pay the employer share of payroll taxes owed on the Wage Portion of the Individual Class Payments.
24. "Individual Class Payment" means the Participating Class Member's pro rata share

of the Net Settlement Amount, calculated according to the number of Workweeks he or she worked during the Class Period.

25. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties allocated pursuant to California Labor Code ("Labor Code") section 2699(i) and calculated according to the number of PAGA Pay Periods he or she worked during the PAGA Period.
26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699(a).
27. "LWDA PAGA Payment" means the LWDA's 65% share of the PAGA Penalties, allocated pursuant to Labor Code section 2699(i).
28. "Net Settlement Amount" means the Gross Settlement Amount less the following court-approved payments: Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Award, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
29. "Non-Participating Class Member" means a Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
30. "Objection" means a Class Member's written or verbal objection to a term of, or the terms of, the Settlement.
31. "PAGA" means the Labor Code Private Attorneys General Act, Labor Code sections 2698, *et seq.*
32. "PAGA Notice" means Plaintiff's March 15, 2025 letter to the LWDA providing written notice pursuant to Labor Code section 2699.3(a).
33. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims, not to exceed \$20,000.00.
35. "PAGA Period" means the period from March 15, 2024, through April 15, 2025, unless shortened pursuant to Section 7 below.
36. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion.
37. "Plaintiff" means the named Plaintiff in the Action, Ryan Robles.
38. "Preliminary Approval Order" means the Court's Order Granting Preliminary Approval of the Settlement.
39. "Released Class Claims" means the claims released as described in Paragraph 5.3.
40. "Released PAGA Claims" means the claims released as described in Paragraph 5.4.
41. "Released Parties" means Defendant and all of its present and former parents, subsidiaries, affiliates, insurers, related entities and divisions, and all of 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.
42. "Request for Exclusion" means a Class Member's written request to be excluded from the Settlement.
43. "Response Deadline" means forty-five (45) calendar days from the date the Administrator mails the Class Notice to the Class and the last date on which Class Members may: (a) mail a Request for Exclusion from the Settlement; (b) mail an Objection to the Settlement; or (c) mail a Challenge to Calculation of Workweeks and/or PAGA Pay Periods. Class Members to whom a Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional

fourteen (14) calendar days beyond the Response Deadline to timely mail a Request for Exclusion, Objection, or Challenge to Calculation of Workweeks and/or PAGA Pay Periods.

44. "Workweek" means any week in which a Class Member worked for Defendant for at least one day during the Class Period.

2. RECITALS

1. On March 15, 2025, Plaintiff submitted to the LWDA, and sent via certified mail to Defendant, a Notice of Labor Code Violations pursuant to Labor Code section 2699.3(a). The LWDA assigned case number LWDA-CM-1086471-25 to Plaintiff's PAGA Notice.
2. On March 21, 2025, Plaintiff filed a Class Action Complaint against Defendant, which alleged eight individual and class causes of action for violation of the Labor Code and California Business and Professions Code.
3. On May 21, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint against Defendant as a matter of right pursuant to Labor Code section 2699.3, subdivision (a)(2)(C), which alleged a ninth individual and representative cause of action for violation of PAGA. The First Amended Complaint alleges the following causes of action: (1) Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code § 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*]; and (9) Civil Penalties under PAGA [Cal. Lab. Code §§ 2699, *et seq.*].

4. On July 10, 2025, Defendant filed its Answer to Plaintiff's First Amended Class and Representative Action Complaint.
5. Before mediation, Plaintiff obtained through informal discovery, a sample of the time and corresponding payroll records of the Class, employee handbook and policies in effect during the Class Period, and other Class Member data and documents. Class Counsel retained an expert who conducted an analysis of the time and payroll data. This 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.
6. On January 16, 2026, the Parties participated in a mediation with experienced wage-and-hour class and representative action mediator, Tripper Ortman, Esq. A settlement in principle was reached the same day.
7. On April 22, 2026, the Parties executed a Memorandum of Understanding memorializing the settlement terms.
8. Based on their own independent investigation and evaluation, Plaintiff and Class Counsel are of the opinion that the Settlement on the terms set forth in this Agreement is fair, reasonable, and adequate and in the best interest of the Class and the LWDA considering all known facts and circumstances, including the risk of significant delay, that Class claims may not be certified by the Court based on the defenses asserted by Defendant, and on numerous potential appellate issues.
9. To date, the Court has not granted class certification.
10. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the claims and causes of action alleged in the Action. Defendant further denies that, for any purpose other than settling the Action, the Action is appropriate for class or representative treatment. Defendant enters into this Settlement solely to avoid the burden, expense, and uncertainty of litigation and without any admission

of liability, fault, or wrongdoing.

11. 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.

3. MONETARY TERMS

1. Gross Settlement Amount. Subject to entry of the Court's Final Approval Order and any adjustment under the escalator clause in Paragraph 7 below, Defendant agrees to pay \$300,000.00 as the Gross Settlement Amount, and to separately pay its employer-share of payroll taxes owed on the Wage Portion of the Individual Class Payments. The Gross Settlement Amount is a non-reversionary common fund, meaning that no portion of the Gross Settlement Amount shall revert to Defendant. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Section 4 of this Agreement. The Administrator shall disburse the entire Gross Settlement Amount without asking or requiring any Class Member or Aggrieved Employee to submit a claim as a condition of payment. The Gross Settlement Amount is based on an estimated 16,666 Workweeks at a rate of \$18.00 per Workweek.

2. Payments from the Gross Settlement Amount. The Administrator shall make and deduct the following payments from the Gross Settlement Amount, in amounts as approved by the Court and specified in the Final Approval Order:

3. To Plaintiff: A Class Representative Service Award to Plaintiff as the Class Representative of not more than \$7,500.00, in addition to the Individual Class Payment and Individual PAGA Payment that Plaintiff is eligible to receive as a Participating Class Member and Aggrieved Employee. The Class Representative Service Award is for Plaintiff's services in support of the Action and for execution of the General Release described in Paragraph 5.1 below, including a full release of

all claims under California Civil Code section 1542. Defendant will not oppose Plaintiff's request for a Class Representative Service Award that does not exceed this amount. Plaintiff and/or Class Counsel will file a Motion supporting the Class Representative Service Award no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Award less than the amount requested, the Administrator shall allocate the remainder to the Net Settlement Amount. The Parties agree that the Court's approval of the Class Representative Service Award is not a material term of the Settlement Agreement, and an award of less than the requested amount would not give rise to a basis to abrogate the Settlement Agreement. The Administrator shall pay the Class Representative Service Award using an IRS Form 1099. Plaintiff assumes full responsibility and liability for any taxes owed on the Class Representative Service Award and shall hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of this payment. Defendant makes no representations as to the tax treatment or legal effect of the payment called for herein, and Plaintiff is not relying on any statement or representation by Defendant or its counsel in this regard.

4. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount (not to exceed \$100,000.00), and a Class Counsel Expenses Payment for reasonable litigation costs incurred and not to exceed \$30,000.00. Defendant will not oppose Plaintiff's request for Class Counsel Fees and Class Counsel Expenses Payments that do not exceed these amounts. Plaintiff and/or Class Counsel will file a Motion supporting the Class Counsel Fees and Class Counsel Expenses Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves Class Counsel Fees and/or Class Counsel Expenses Payments less than the amounts requested, the Administrator

shall allocate the remainder to the Net Settlement Amount. The Parties agree that the Court's approval of any request for attorneys' fees or litigation costs is not a material term of the Settlement Agreement, and an award of less than the amounts requested would not give rise to a basis to abrogate the Settlement Agreement. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Expenses Payment. The Administrator shall 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 any taxes owed on the Class Counsel Fees and Class Counsel Expenses Payments, and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

5. To the Administrator: An Administration Expenses Payment of not more than \$8,000.00, which represents the Parties' good faith estimate of the costs to administer the Settlement, except for a showing of good cause and as approved by the Court. Plaintiff and/or Class Counsel will file a Motion supporting the Administration Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Parties' estimated administration fees are insufficient, they may be adjusted and shall be paid from the Gross Settlement Amount. If the Court approves an Administration Expenses Payment less than the amount requested, or if the actual Administration Expenses Payment is less than the amount allocated under this Agreement, the Administrator shall allocate the remainder to the Net Settlement Amount.

6. To Each Participating Class Member: The Administrator shall calculate each Individual Class Payment 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 the number of Workweeks worked by each individual Participating Class Member.

7. Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment shall be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and shall be reported on IRS W-2 Forms by the Administrator. The remaining 90% of each Participating Class Member's Individual Class Payment shall be allocated to settlement of claims for penalties and interest (the "Non-Wage Portion"). The Non-Wage Portion is not subject to withholdings and shall be reported on IRS 1099 Forms by the Administrator. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

9. To the LWDA and Aggrieved Employees: PAGA Penalties in the total amount of not more than \$20,000.00 to be paid from the Gross Settlement Amount, shall be distributed as sixty-five percent (65%) (\$13,000.00) to the LWDA through a LWDA PAGA Payment and thirty-five percent (35%) (\$7,000.00) to Aggrieved Employees through Individual PAGA Payments.

10. To Each Aggrieved Employee: The Administrator shall calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' thirty-five percent (35%) share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying

the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

11. Tax Allocation of Individual PAGA Payments. Individual PAGA Payments shall be treated as one hundred percent (100%) penalties for tax purposes. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. Individual PAGA Payments are not subject to withholdings and shall be reported on IRS 1099 Forms by the Administrator. If the Court approves an amount for PAGA Penalties less than the amount requested, the Administrator shall allocate the remainder to the Net Settlement Amount.

4. SETTLEMENT FUNDING AND PAYMENT DISTRIBUTION PROCEDURES

1. Funding of Gross Settlement Amount. Within seven (7) calendar days after the Effective Date, the Administrator shall provide Defendant with wire transfer instructions and the total amount of Defendant's employer-share of payroll taxes owed on the Wage Portions of the Individual Class Payments. Within thirty (30) calendar days after the Effective Date, Defendant shall fund the Gross Settlement Amount and Defendant's employer-share of payroll taxes by wire transfer into a Qualified Settlement Fund ("QSF") established and maintained by the Administrator. Within two (2) business days after receipt of the funding, the Administrator shall notify Class Counsel and Defense Counsel in writing that the Gross Settlement Amount and employer payroll taxes have been received.
2. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant fully funds the Gross Settlement Amount and employer payroll taxes, the Administrator shall mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Expenses Payment, the Class Representative Service Award, and the Administration Expenses Payment. Disbursement of the Class

Counsel Fees Payment, the Class Counsel Expenses Payment, and the Class Representative Service Award shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

3. The Administrator shall issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to Class Members via First Class United States Postal Service ("USPS") Mail with postage prepaid. Before mailing any checks, the Administrator must update recipients' mailing addresses using the National Change of Address Database. The face of each check shall prominently state the date the check will be voided. Each check will be voided 180 days after the date of mailing ("Void Date"). The Administrator shall cancel all checks not cashed by the Void Date. The Administrator shall send checks for Individual Class Payments to all Participating Class Members, including those for whom a Class Notice was returned undelivered. The Administrator shall send checks for Individual PAGA Payments to all Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees and those for whom a Class Notice was returned undelivered. The Administrator may send Participating Class Members who are also Aggrieved Employees a single check combining the Individual Class Payment and Individual PAGA Payment.
4. Within fourteen (14) calendar days after receiving a returned check, the Administrator must conduct a Class Member Address Search and re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search for Class Members whose checks are returned undelivered without a USPS forwarding address. Thereafter, the Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered a second time. However, the Administrator shall promptly send a replacement check to any Class Member whose original check was

lost or misplaced and who requests the replacement before the Void Date.

5. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the Void Date, or for any Class Member whose envelope is returned and no forwarding address can be located for the Class Member after reasonable efforts have been made, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of each payee pursuant to California Code of Civil Procedure ("CCP") section 384(b), thereby leaving no "unpaid residue" subject to the requirements of CCP section 384(b). A Participating Class Member's and/or Aggrieved Employee's failure to negotiate or receive their check shall nevertheless remain bound by the Settlement and the releases contained herein.

6. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant 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 Agreement. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

5. **RELEASES OF CLAIMS.**

Effective on the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, Plaintiff, Participating Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

1. **Plaintiff's General Release.** Plaintiff fully and finally releases and discharges the Released Parties from any and all charges, complaints, claims, liabilities, debts, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, actions, and causes of action of any kind or nature whatsoever, known or unknown,

1 suspected or unsuspected, that Plaintiff has or may have against the Released
2 Parties related to or arising from Plaintiff's employment with Defendant. Plaintiff
3 acknowledges that Plaintiff may discover facts and/or law different from, and/or in
4 addition to, the facts and/or law that Plaintiff now knows or believes to be true but
5 agrees, nonetheless, that Plaintiff's General Release shall be and remain effective in
6 all respects, notwithstanding the existence of such different and/or additional facts
7 and/or law or Plaintiff's discovery of them. Notwithstanding the foregoing,
8 Plaintiff's General Release excludes (i) any claims or actions to enforce the
9 Settlement Agreement; (ii) any claims for vested benefits, unemployment benefits,
10 disability benefits, social security benefits, or workers' compensation benefits; (iii)
11 any claims that are not releasable as a matter of law or public policy; and (iv) any
12 claims arising after the date Plaintiff signs this Agreement.

- 13 2. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
14 purposes of Plaintiff's General Release, Plaintiff expressly waives and relinquishes
15 the provisions, rights, and benefits, if any, of California Civil Code section 1542,
16 which reads:

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

- 24 3. Released Class Claims. All Participating Class Members, on behalf of themselves and
25 their respective former and present representatives, agents, attorneys, heirs,
26 administrators, successors, and assigns, fully and finally release and discharge the
27

Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorneys' fees, damages, actions, and causes of action that were alleged or that reasonably could have been alleged based on the facts alleged in the First Amended Class and Representative Action Complaint during the Class Period, under federal, state, and/or local law. This release includes, without limitation, all claims alleged in the First Amended Class and Representative Action Complaint for (1) failure to pay minimum wages in violation of California Labor Code sections 204, 1194, 1194.2, and 1197; (2) failure to pay overtime compensation in violation of California Labor Code sections 1194, 1198, and 510; (3) failure to provide meal periods in violation of California Labor Code sections 226.7 and 512; (4) failure to authorize and permit rest breaks in violation of California Labor Code section 226.7; (5) failure to indemnify necessary business expenses in violation of California Labor Code section 2802; (6) failure to timely pay final wages at termination in violation of California Labor Code sections 201, 202, and 203; (7) failure to provide accurate itemized wage statements in violation of California Labor Code section 226; (8) unfair business practices in violation of California Business and Professions Code sections 17200, *et seq.*; (9) statutory penalties of any nature; (10) interest; and (11) attorneys' fees and costs (collectively, the "Released Class Claims"). The Released Class Claims are limited to claims arising during the Class Period and do not include claims arising outside the Class Period or claims that are not releasable as a matter of law or public policy. Non-Participating Class Members are not bound by this release.

4. Released PAGA Claims. Plaintiff, the LWDA, and all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release and discharge the Released Parties from any and all claims for civil penalties under the California Labor Code Private Attorneys General Act that were alleged or that

reasonably could have been alleged based on the facts alleged in the First Amended Class and Representative Action Complaint or the PAGA Notice submitted to the LWDA on March 15, 2025, including, but not limited to, claims for civil penalties under California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, and 2802 (collectively, the "Released PAGA Claims"). The Released PAGA Claims include only claims for civil penalties under PAGA that arose during the PAGA Period and do not release any Aggrieved Employees' individual claims for wages or other non-penalty relief. In light of the binding nature of a PAGA judgment on non-party employees under *Arias v. Superior Court* (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246, individuals otherwise meeting the definition of an Aggrieved Employee who are eligible to receive an Individual PAGA Payment shall be deemed to have released the Released PAGA Claims, regardless of whether his or her check for the Individual PAGA Payment is cashed or not, and regardless of whether he or she is a Non-Participating Class Member.

6. SETTLEMENT ADMINISTRATION: ADMINISTRATOR SELECTION, CLASS DATA, AND NOTICE PROCEDURES

1. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. 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.
2. Class Data. No later than thirty (30) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator

in the form of a Microsoft Excel spreadsheet. The Class Data shall include each Class Member's name, last-known mailing address, last-known telephone number, Social Security number or employee identification number, start and end dates of active employment as a non-exempt employee of Defendant in the State of California, number of Workweeks worked during the Class Period, number of PAGA Pay Periods worked during the PAGA Period, and any other information required by the Administrator to effectuate this Agreement. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of the 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 the Settlement. Defendant 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 Defendant 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.

3. Notice of Receipt of Class Data. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel and Defense Counsel in writing that the Class Data has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods contained in the Class Data.

4. Notice to Class Members. No later than twenty-one (21) calendar days after receiving the Class Data from Defendant, the Administrator will send all Class Members identified in the Class Data, via First-Class United States Postal Service ("USPS") mail, the Class Notice in English and Spanish, substantially in the form attached to this

Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing the Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

5. Remailing of Class Notice. No later than three (3) business days after its 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 USPS. If 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 the Class Notice to Class Members whose Class Notice is returned by USPS a second time.
6. The deadlines for Class Members' Objections, Requests for Exclusion, and Challenges to Calculation of Workweeks and/or PAGA Pay Periods will be extended an additional fourteen (14) calendar days beyond the Response Deadline 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.
7. If the Administrator, Defendant, Defense Counsel, 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 a Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, to agree on whether to include them as Class Members. If the Parties agree, such person(s) 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 Agreement no later than fourteen (14) calendar days after receipt of the Class

Notice, or the Response Deadline, whichever date is later.

8. Requests for Exclusion (Opt-Outs). Each Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to exclude themselves from the Settlement. A Class Member may exclude himself or herself from the Settlement by mailing a Request for Exclusion to the Administrator. The Request for Exclusion must be valid and timely. To be valid, the Request for Exclusion must (1) include the Class Member's full name, address, last four digits of Social Security Number (for verification of identity purposes), telephone number, and signature, and a written statement requesting to be excluded from the Settlement; (2) state the case name and number of the Action (*Ryan Robles v. Barry Callebaut USA, LLC*, Napa County Superior Court Case No. 25CV000606); and (3) be mailed to the specified physical address of the Administrator. To be timely, the Request for Exclusion must be postmarked no later than the Response Deadline. The postmark date will be the exclusive means of determining whether a Request for Exclusion has been timely submitted.

9. Cure Procedures. If a Class Member's Request for Exclusion is timely but invalid according to the requirements listed in Paragraph 6.8 above, that Class Member will be allowed to cure the defect(s). The Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (a) the Response Deadline or (b) fourteen (14) calendar days from the date of the cure letter, whichever date is later, to postmark the revised Request for Exclusion. The Administrator may accept substantially compliant Requests for Exclusion and may contact Class Members to cure minor defects. The Administrator, Class Counsel, and

Defense Counsel may attempt to resolve any Class Member disputes on the validity or timeliness of a Request for Exclusion. However, the Court has the final authority to make decisions consistent with the terms of this Agreement on the validity or timeliness of a Request for Exclusion. The Court's decision shall be final and not appealable or otherwise susceptible to challenge.

10. Effect of Opting Out. 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. Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.4 of this Agreement (Released PAGA Claims) and are eligible for an Individual PAGA Payment.

11. Effect of Not Opting Out. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Released Class Claims under Paragraph 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

12. Challenges to Calculation of Workweeks and/or PAGA Pay Periods. Each Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and/or PAGA Pay Periods allocated to the Class Member and/or Aggrieved Employee in the Class Notice. A Class Member and/or Aggrieved Employee may challenge the allocation by sending a Challenge to Calculation of Workweeks and/or PAGA Pay Periods to the Administrator. The Challenge to Calculation of Workweeks and/or PAGA Pay Periods must be timely. To be timely, the Challenge to Calculation of Workweeks and/or

PAGA Pay Periods must be postmarked no later than the Response Deadline. The postmark date will be the exclusive means of determining whether a Challenge to Calculation of Workweeks and/or PAGA Pay Periods has been timely submitted. 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 and/or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator shall promptly provide copies of all Challenges to Calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel. The Administrator, Class Counsel, and Defense Counsel may attempt to resolve all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. However, the Administrator has the authority to make final decisions, consistent with the terms of this Agreement, regarding any Class Member challenges to the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge.

13. Objections to Settlement. Each Participating Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to object, in writing, to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Expenses Payment, and/or Class Representative Service Award. Only Participating Class Members may send written Objections to the Administrator or appear at the Final Approval Hearing to present objections. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

14. Written Objections. A Participating Class Member may object to the Settlement by

1 sending a written Objection to the Administrator. The written Objection must be valid
2 and timely. To be valid, the written Objection must (1) include the Class Member's full
3 name, address, last four digits of Social Security Number (for verification of identity
4 purposes), telephone number, and signature, the contact information for any attorney
5 representing the objecting Class Member, if any, and the factual and legal bases for the
6 Objection, including any supporting papers, briefs, written evidence, declarations,
7 and/or other evidence; (2) state the case name and number of the Action (*Ryan Robles*
8 *v. Barry Callebaut USA, LLC*, Napa County Superior Court Case No. 25CV000606);
9 and (3) be mailed to the specified physical address of the Administrator. To be timely,
10 the written Objection must be postmarked no later than the Response Deadline. The
11 postmark date will be the exclusive means of determining whether a written Objection
12 has been timely submitted.

13 15. Verbal Objections at Final Approval Hearing. In the alternative and/or in addition to
14 submitting a written Objection, Participating Class Members may appear, either
15 personally or through an attorney hired to appear on his or her behalf, in Court to
16 present verbal objections at the Final Approval Hearing. It is not required that an
17 objecting party, either personally or through counsel, appear at the Final Approval
18 Hearing for any written Objection by that party to be considered. Additionally, it is not
19 required that an objecting party, either personally or through counsel, file or serve, or
20 to state in a written Objection, a notice of intention to appear at the Final Approval
21 Hearing.

22 16. Validity and Timeliness of Objections. The Administrator, Class Counsel, and Defense
23 Counsel may attempt to resolve any Class Member disputes on the validity or
24 timeliness of a written Objection. However, the Court has the authority to make final
25 decisions consistent with the terms of this Agreement on the validity or timeliness of a
26 written Objection. The Court's decision shall be final and not appealable or otherwise
27

susceptible to challenge.

17. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
18. Website, Toll-Free Number, and Email Address. The Administrator will establish, maintain, and monitor a toll-free telephone number and email address to receive Class Member inquiries and use an internet website to post information of interest to Class Members, including the date, time, and location of the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval Order, Class Notice, Motion for Final Approval, and Final Approval Order and Judgment.
19. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that tally the number of Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion received (whether valid or invalid, timely or untimely), Objections received (whether valid or invalid, timely or untimely), Challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must attach copies of all Requests for Exclusion and Objections received and must include the Administrator's assessment of Requests for Exclusion, written Objections, and challenges to Workweeks and/or PAGA Pay Periods.
20. Exclusion List. The Administrator will promptly review Requests for Exclusion on a rolling basis to ascertain their validity and timeliness. No later than five (5) business days after the expiration of the Response Deadline, 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 submitted Requests for Exclusion, regardless

of whether the requests are valid and timely ("Exclusion List"); and (b) copies of all Requests for Exclusion submitted, regardless of whether the requests are valid and timely.

21. Administrator's Declaration for Final Approval. No later than fourteen (14) calendar days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to (i) its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Class Notice; (ii) the total number of Class Notices mailed; (iii) the total number of Class Notices returned as undelivered; (iv) the total number of re-mailed Class Notices; (v) its attempts to locate Class Members; (vi) the Response Deadline and any extended deadline for re-mailed Class Notices; (vii) the total number of Requests for Exclusion received (valid or invalid, timely or untimely); (viii) the total number of Objections received (valid or invalid, timely or untimely); (ix) the total number of Participating Class Members and Workweeks; (x) the total number of Aggrieved Employees and PAGA Pay Periods; and (xi) the lowest, average, and highest Individual Class Payment and Individual PAGA Payment. 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(s) in Court.

22. Final Report by Settlement Administrator. No later than fourteen (14) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with (i) a final report detailing its disbursements by employee identification number only of all payments made under this Agreement, and (ii) a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

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

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

7. ESCALATOR CLAUSE

1. The Gross Settlement Amount is based on Defendant's estimate of approximately 16,666 Workweeks during the Class Period. If the actual number of Workweeks exceeds 18,333 (more than 10% above the estimated count), and Plaintiff elects to enforce this escalator clause, Defendant shall have the option, in its sole discretion, to either (a) increase the Gross Settlement Amount by the percentage that actual Workweeks exceed 18,333; or (b) limit the Class Period and, if applicable, the PAGA Period, to the date on which 18,333 Workweeks is reached., in lieu of increasing the Gross Settlement Amount.

8. DEFENDANT'S RIGHT TO WITHDRAW

1. Defendant retains the right, in its sole discretion, to nullify this Settlement Agreement if Class Members representing more than 15% of the Class opt out. Defendant must exercise this right within twenty-one (21) business days after expiration of the Response Deadline. If Defendant exercises its right to nullify, the Settlement Agreement shall become void ab initio with no force or effect, and the Parties shall have no further obligations under this Agreement, except that Defendant shall remain responsible for administration costs incurred to that date. The Parties shall do nothing to encourage or solicit Class Members to opt out of or object to this Settlement Agreement.

1 **9. MOTION FOR PRELIMINARY APPROVAL**

2 1. Plaintiff's Responsibilities. Plaintiff shall prepare and file all documents necessary for
3 obtaining a Preliminary Approval Order, including: (i) a notice and memorandum in
4 support of the motion for preliminary approval that includes an analysis of the
5 Settlement under *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794 and
6 *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116 and a request for
7 approval of the PAGA portion of the Settlement under California Labor Code section
8 2699(s)(2); (ii) a proposed order granting preliminary settlement approval and
9 approving the proposed Class Notice; (iii) signed declarations from Class Counsel
10 attesting to competency to represent Class Members and confirming transmission to
11 the LWDA of all necessary PAGA documents (Plaintiff's PAGA Notice dated March
12 15, 2025, the First Amended Complaint, and this Agreement) as required by Labor
13 Code sections 2699.3(a), 2699(s)(1), and 2699(s)(2); (iv) a signed declaration from
14 Plaintiff confirming willingness and competency to serve as the Class Representative
15 and disclosing all facts relevant to any actual or potential conflicts of interest with Class
16 Members and/or the Administrator; and (v) a signed declaration from the
17 Administrator attaching its bid for administering the Settlement and attesting to its
18 willingness to serve, competency, operative procedures for protecting the security of
19 Class Data, amounts of insurance coverage for any data breach or defalcation of funds,
20 all facts relevant to any actual or potential conflicts of interest with Class Members,
21 and the nature and extent of any financial relationship with Plaintiff, Class Counsel,
22 Defendant, or Defense Counsel.

23 2. Defense Counsel's Obligations. Within seven (7) calendar days of the full execution of
24 this Agreement, Defense Counsel shall prepare and deliver to Class Counsel a signed
25 declaration from Defense Counsel regarding any pending actions asserting claims that
26 will be extinguished or adversely affected by the Settlement. Specifically, the
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1 declaration shall state whether Defense Counsel is aware, based on a reasonable inquiry
2 and information then available to Defense Counsel, of any class, representative, or
3 other collective action in any other court in this or any other jurisdiction that asserts
4 claims similar to those asserted in the Action on behalf of a class or group of individuals
5 some or all of whom would also be members of the Class defined in this Action and,
6 if so, include the name and case number of any such case, the nature of the claims
7 asserted, the definition of the class or other parties on whose behalf the action is
8 brought, and the procedural status of the case. Additionally, within seven (7) calendar
9 days of the full execution of this Agreement, Defendant shall prepare and deliver to
10 Class Counsel a signed declaration from Defendant based on a reasonable inquiry and
11 information then available to Defendant concerning their language needs including
12 their ability to read and comprehend English, in order to assist the Court in determining
13 whether the Class Notice and other documents that will be read or used by Class
14 Members are likely to be readily understood by members of the Class. Defendant shall
15 not be required to survey Class Members or provide opinions regarding any individual
16 Class Member's education, literacy, or English proficiency.

17 3. Obtaining Hearing Date and Appearance. Class Counsel is responsible for obtaining a
18 prompt hearing date for the motion for preliminary approval. Class Counsel and
19 Defense Counsel are jointly responsible for appearing in Court to advocate in favor of
20 the motion for preliminary approval.

21 4. Duty to Cooperate. If the Court does not grant preliminary approval outright, or
22 conditions preliminary approval on any material change to this Agreement, the Parties
23 will expeditiously work together in good faith to address the Court's concerns by
24 revising the Agreement as necessary to obtain preliminary approval.

25 **10. MOTION FOR FINAL APPROVAL**

26 1. Filing Deadline and Required Contents. No later than sixteen (16) court days before the
27

1 calendared Final Approval Hearing, Plaintiff will file a Motion for Final Approval of
2 the Settlement that includes a request for approval of the PAGA settlement under Labor
3 Code section 2699(s)(2), a [Proposed] Final Approval Order and Judgment, and
4 supporting declarations from the Administrator, Class Counsel, and Plaintiff.

5 2. Response to Objections. Each Party retains the right to respond to any Objection raised
6 by a Participating Class Member, including the right to file responsive documents in
7 Court no later than five (5) court days before the Final Approval Hearing, or as
8 otherwise ordered or accepted by the Court.

9 3. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
10 Approval on any material change to the Settlement, including, but not limited to, the
11 scope of release to be granted by Class Members, the Parties will expeditiously work
12 together in good faith to address the Court's concerns by revising the Agreement as
13 necessary to obtain Final Approval. The Court's decision to award less than the
14 amounts requested for the Class Counsel Fees Payment, Class Counsel Expenses
15 Payment, Class Representative Service Award, and/or Administration Expenses
16 Payment shall not constitute a material modification to the Agreement within the
17 meaning of this Paragraph.

18 **11. CONTINUING JURISDICTION, WAIVER OF APPEAL, AND APPELLATE**
19 **PROCEDURES**

20 1. Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Final
21 Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement
22 solely for purposes of (i) enforcing the Agreement and/or Judgment, (ii) interpreting
23 the Agreement and/or Judgment, (iii) addressing settlement administration matters, and
24 (iv) addressing such post-Judgment matters as are permitted by law, pursuant to
25 California Code of Civil Procedure section 664.6 and California Rules of Court rule
26 3.769(h).

2. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Expenses Payment set forth in this Agreement, the Parties, their respective counsel, and all Participating Class Members 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 filed by objectors. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until 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.

3. Appellate Procedures. If the reviewing Court vacates, reverses, or materially modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), the Parties shall 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 Award 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. FAILURE TO APPROVE AND AMENDED JUDGMENT

1. Failure to Approve. If the Court does not approve, either preliminarily or finally, any material term or condition of the Settlement Agreement, or if the Court effects a material change, then this Agreement will be voidable and unenforceable, subject to the Parties' agreement to the contrary, and the costs of administration shall be split

equally between Plaintiff and Defendant.

2. Amended Judgment. If any amended judgment is required under California Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

13. ADDITIONAL PROVISIONS

- 1 Entire Agreement. This Agreement and the attached Exhibit A constitute the entirety of the Parties' settlement terms and supersede any and all oral representations, warranties, covenants, or inducements made to or by any Party.

- 2 No Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct concerning its employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local, or other applicable law. If Final Approval does not occur, the Parties agree that this Agreement is void, but remains protected by California Evidence Code section 1152.

- 3 Class Certification for Settlement Purposes Only. The Parties stipulate to class

certification for purposes of settlement only. Absent Final Approval of the Settlement Agreement, the Parties will not stipulate to class certification, and no Party will be estopped as a result of any motion for settlement approval. If Final Approval of the Settlement Agreement is not granted, Defendant reserves all rights to oppose class certification, and the Parties will revert to the positions they held before this Agreement. The Parties stipulate to the payment set forth in this Agreement for purposes of settlement only. If there is no judicial approval for the entirety of the Settlement Agreement, then this Agreement shall be null and void, and no Party will be estopped as a result of any motion for settlement approval.

4 No Press Releases/Advertisements. Neither Plaintiff nor Class Counsel shall issue any press release or announcement of any kind related in any way to the Settlement. Plaintiff and Class Counsel agree to limit their statements regarding the terms of the Settlement, whether oral, written, or electronic (including the World Wide Web), to say the Action has been resolved and that Plaintiff and Class Counsel are satisfied with the Settlement terms. Nothing in this Section is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class Counsel, including but not limited to: (1) as required by law; (2) as required under the terms of the Settlement; and/or (3) as required under counsel's duties and responsibilities as Class Counsel. This Settlement shall not be advertised or mentioned on any source, including Class Counsel's personal or firm website.

5 Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Agreement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and

reasonableness of this Settlement.

6 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.

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

8 Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents to define all provisions of this Agreement as valid and enforceable. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, that provision will be severed from and no longer be a part of this Agreement. The legality of the Settlement and the remaining provisions will not be affected by a finding that any provision of this Agreement is illegal, invalid, or unenforceable.

9 Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy. Any waiver must be in writing and signed by the Party against whom the waiver is to be enforced.

10 Cooperation. The Parties and their counsel will cooperate and use their best efforts, in

1 good faith, to implement the Settlement by, among other things, modifying this
2 Agreement, submitting supplemental evidence, and supplementing points and
3 authorities as requested by the Court. In the event the Parties are unable to agree upon
4 the form or content of any document necessary to implement the Settlement, or on any
5 modification of the Agreement that may become necessary to implement the
6 Settlement, the Parties will seek the assistance of the mediator and/or the Court for
7 resolution.

8 11 No Prior Assignments. The Parties separately represent and warrant that they have not
9 directly or indirectly assigned, transferred, encumbered, or purported to assign,
10 transfer, or encumber to any person or entity any portion of any liability, claim,
11 demand, action, cause of action, or right released and discharged by the Party in this
12 Settlement.

13 12 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel is
14 providing any advice regarding taxes or taxability, nor shall anything in this Settlement
15 be relied upon as such within the meaning of United States Treasury Department
16 Circular 230 (31 CFR Part 10, as amended) or otherwise.

17 13 Modification of Agreement. This Agreement, and all parts of it, may be amended,
18 modified, changed, or waived only by an express written instrument signed by all
19 Parties or their representatives, and approved by the Court.

20 14 Agreement Binding on Successors and Assigns. This Agreement will be binding upon,
21 and inure to the benefit of, the successors or assigns of each of the Parties.

22 15 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
23 governed by and interpreted according to the internal laws of the State of California,
24 without regard to conflict of law principles.

25 16 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
26 this Agreement. This Agreement will not be construed against any Party on the basis
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that the Party was the drafter or participated in the drafting.

17 Use and Return of Class Data. Information provided to Class Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. No later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Class Counsel shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

18 Headings. The descriptive heading of any section or Paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

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

20 Notice. All notices, demands, or other communications between the Parties in connection with this Agreement shall be in writing and deemed to have been duly given as of the third business day after mailing by United States Postal Service mail, or the day sent by e-mail or messenger, addressed as follows:

To Plaintiff:

Kane Moon | E-mail: kmoon@moonlawgroup.com

Allen Feghali | E-mail: afeghali@moonlawgroup.com

S. Phillip Song | E-mail: psong@moonlawgroup.com

MOON LAW GROUP, PC

725 S. Figueroa Street, Suite 3100

Los Angeles, California 90017

To Defendant:

Nathan K. Low | E-mail: nlow@fisherphillips.com

Hyunki (John) Jung | E-mail: hjung@fisherphillips.com

Adriana Diaz Mireles | E-mail: adiazmireles@fisherphillips.com

FISHER & PHILLIPS LLP

One Montgomery Street, Suite 3400

San Francisco, California 94104

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

22 Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law. Plaintiff, and not his representative(s), must personally execute this Agreement. An authorized officer of Defendant must execute this Agreement on behalf of Defendant. This Agreement shall become binding and enforceable pursuant to California Code of Civil Procedure section 664.6.

23 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that by the signing this Agreement, they stipulate pursuant to California

Code of Civil Procedure section 583.330 to extend the deadline to bring a case to trial under California Code of Civil Procedure section 583.310 for the entire period necessary to complete the settlement approval and administration process.

AGREED AND UNDERSTOOD BY:

Plaintiff & Class Representative:

Dated: 5/29/2026

Signed by:

9B575995D74649B...

By: _____
Ryan Robles

Defendant:

Dated: _____, 2026

BARRY CALLEBAUT U.S.A., LLC

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM ONLY BY:

Plaintiff's Counsel:

Dated: 5/29/2026

MOON LAW GROUP, PC

By:  _____

Kane Moon
Allen Feghali
S. Phillip Song
Attorneys for Plaintiff Ryan Robles

Code of Civil Procedure section 583.330 to extend the deadline to bring a case to trial under California Code of Civil Procedure section 583.310 for the entire period necessary to complete the settlement approval and administration process.

AGREED AND UNDERSTOOD BY:

Plaintiff & Class Representative:

Dated: _____, 2026

By: _____
Ryan Robles

Defendant:

Dated: _____, 2026

BARRY CALLEBAUT U.S.A., LLC
By:  _____
Philipp Muheim (May 27, 2026 19:25:33 CDT)
Print Name: **Philipp Muheim**
Title: Regional Legal Counsel Americas

By:  _____
Felechia Hines (May 28, 2026 10:58:17 EDT)
Print Name: **Felechia Hines**
Title: VP, Human Resources NA

APPROVED AS TO FORM ONLY BY:

Plaintiff's Counsel:

Dated: _____, 2026

MOON LAW GROUP, PC
By: _____
Kane Moon
Allen Feghali
S. Phillip Song
Attorneys for Plaintiff Ryan Robles

1 **Defendant's Counsel:**

2 Dated: May 28, 2026

FISHER & PHILLIPS LLP

3 By: Hyunki Jung
4 Nathan K. Low
5 Hyunki (John) Jung
6 Adriana Diaz Mireles
7 Attorneys for Defendant Barry Callebaut
8 USA, LLC
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Exhibit A

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

Ryan Robles v. Barry Callebaut USA, LLC
Superior Court of California, County of Napa, Case No. 25CV000606

NOTICE: All current and former non-exempt hourly paid employees of Barry Callebaut USA, LLC who worked in California at any time from December 21, 2021, to **XXXX**.

A court approved this Notice. This is not an advertisement, and you are not being sued. However, your legal rights are affected whether or not you act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will receive a payment from the Settlement, if finally approved, and you will release all claims covered by the Settlement. No action is required for you to receive a share of this Settlement.
EXCLUDE YOURSELF	You will <u>not</u> receive a payment from the Settlement. If you exclude yourself from this Settlement, you will not be permitted to submit an objection to the Settlement. You may not exclude yourself from the PAGA portion of the Settlement.
DISPUTE WORKWEEKS AND/OR PAGA PAY PERIODS	If you do not exclude yourself from this Settlement, you may dispute the number of Workweeks and PAGA Pay Periods credited to you if you believe the below-reported number is incorrect.
OBJECT	You may object to the Class portion of the Settlement, and the Court may or may not agree with your objection. Submitting an objection will not exclude you from receiving a payment from the Settlement.

1. Why have I received this Notice?

The California Superior Court of Napa County has granted preliminary approval of a proposed Class and PAGA Action Settlement Agreement ("Settlement") reached between Plaintiff Ryan Robles ("Plaintiff") and Defendant Barry Callebaut USA, LLC ("Defendant"), which may affect your legal rights. This Notice explains the key terms of the Settlement and your rights and options with respect to the Settlement.

You have received this Notice because Defendant's records indicate that you are a member of the Settlement Class. For purposes of Settlement, the "Class" is comprised of "all current and former non-exempt hourly paid employees of Defendant who worked for Defendant in California at any time during the Class Period" ("Class Members"). The "Class Period" is December 21, 2021, through **XXXX**.

In addition, Defendant's records indicate that you are a member of the PAGA Group ("Aggrieved Employee"). For purposes of Settlement, "Aggrieved Employee" means "all current and former non-exempt hourly paid employees of Defendant who worked for Defendant in California at any time during the PAGA Period." The "PAGA Period" is March 15, 2024, through **XXXX**.

Read this Notice carefully. This Notice explains the Action, the proposed Settlement, your legal rights, what payments may be available to you, and how to get them.

2. *What is the case about?*

On March 21, 2025, Plaintiff Ryan Robles filed a class and representative action complaint against Defendant entitled *Ryan Robles v. Barry Callebaut USA, LLC*, Napa County Superior Court Case No. 25CV000606 ("Action"). On May 21, 2025, Plaintiff filed a First Amended Complaint. On March 15, 2025, Plaintiff sent a Private Attorneys General Act ("PAGA") notice to the Labor and Workforce Development Agency ("LWDA") and Defendant.

Plaintiff alleges the following claims against Defendant: (1) failure to pay minimum wages for all hours worked, (2) failure to pay overtime compensation, (3) failure to provide meal periods or meal period premiums for non-compliant meals, (4) failure to authorize and permit rest periods or pay rest period premiums for non-compliant breaks, (5) failure to indemnify necessary business expenses, (6) failure to timely pay all wages when due during employment or final wages at termination, (7) failure to provide accurate itemized wage statements, (8) unfair business practices, and (9) civil penalties based on the foregoing allegations under PAGA.

Defendant denies each and every allegation raised in the Action and believes it has treated, and continues to treat, Class Members in accordance with all applicable laws. The Court has not made any decision regarding whether the claims or defenses in the Action have any merit. The Court has only preliminarily determined the proposed Settlement is fair, reasonable, and adequate as to all Class Members. Defendant reserves the right to object to and defend itself against any claim if, for any reason, the Settlement does not become effective.

Plaintiff and Defendant (the "Parties") reached a Settlement that is subject to the Court's final approval. By settling the Action, Defendant does not admit, concede, or imply that it has done any wrongdoing, and Plaintiff does not concede that any of Defendant's affirmative defenses have merit.

3. *Who are the attorneys representing the Parties?*

The Court has appointed Plaintiff's attorneys as "Class Counsel" to represent all Class Members. You will not be charged for this legal representation.

Class Counsel's contact information is as follows:

Attorneys for Plaintiff

Kane Moon
Allen Feghali
S. Phillip Song
MOON LAW GROUP, PC
725 S. Figueroa Street, Suite 3100
Los Angeles, CA 90017
Phone: (213) 232-3128
Fax: (213) 232-3125

Defendant is represented by the following attorneys:

Attorneys for Defendant

Nathan K. Low
Hyunki (John) Jung
Adriana Diaz Mireles
FISHER & PHILLIPS LLP

One Montgomery Street, Suite 3400
San Francisco, CA 94104
Phone: (415) 490-9000
Fax: (415) 490-9001

4. *How much is the Settlement for and how can I expect to receive?*

Defendant has agreed to pay a Gross Settlement Amount ("GSA") of \$300,000.00, which will be used to pay the Individual Class Payments to Participating Class Members, Individual PAGA Payments to Aggrieved Employees, Plaintiff's Class Representative Service Award, Class Counsel Fees Payment, Class Counsel Expenses Payment, Settlement Administrator's Administration Expenses Payment, and payment under PAGA to the Labor and Workforce Development Agency ("LWDA"). Defendant will separately pay its employer-side payroll taxes owed on the Wage Portion of the Individual Class Payments.

The following amounts will be paid from the GSA:

- A Class Counsel Fees Payment not to exceed one-third (1/3) (i.e., \$100,000.00) of the GSA to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action. If the amount requested is not approved or is reduced by the Court, any amount not approved or reduced will be added to the Net Settlement Amount for distribution to Participating Class Members.
- A Class Counsel Expenses Payment for reimbursement of Class Counsel's reasonable litigation costs incurred to prosecute the Action, not to exceed \$30,000.00. If the amount requested is not approved or is reduced by the Court, any amount not approved or reduced will be added to the Net Settlement Amount for distribution to Participating Class Members..
- A Class Representative Service Award not to exceed \$7,500.00 to Plaintiff Ryan Robles for his services as Class Representative in support of the Action and General Release. If the amount requested is not approved or is reduced by the Court, any amount not approved or reduced will be added to the Net Settlement Amount for distribution to Participating Class Members.
- PAGA Penalties in the amount of \$20,000.00 allocated to the LWDA and Aggrieved Employees for the payment of civil penalties under PAGA. Of this amount, sixty-five percent (65%) (\$13,000.00) shall be paid to the LWDA, and thirty-five percent (35%) (\$7,000.00) shall be paid to Aggrieved Employees through Individual PAGA Payments.
- An Administration Expenses Payment not to exceed \$8,000.00 for reimbursement of the Administrator's reasonable fees and expenses. If the actual administration fees are less than the estimated amount, the difference will be added to the Net Settlement Amount for distribution to Participating Class Members.

After the above payments are deducted from the GSA, in the amounts finally approved by the Court, the remainder is called the "Net Settlement Amount." The Net Settlement Amount will be distributed to Participating Class Members through Individual Class Payments. Individual Class Payments will be paid on a pro rata basis to Participating Class Members and calculated by the Administrator based on each individual's number of Workweeks. "Participating Class Members" are Class Members who do not send the Administrator a timely and valid Request for Exclusion from the Class Settlement. A "Workweek" refers to any week during which a Participating Class Member worked for Defendant in California for at least one day within the Class Period.

Defendant's records indicate that you worked approximately **[NUMBER]** Workweeks. Accordingly, your Individual Class Payment is estimated to be **\$[AMOUNT]**. The actual amount of your Individual Class Payment may vary and is subject to standard wage withholdings. Depending on rulings from the Court that might affect the Gross Settlement Amount, as well as the number of Class Members who may exclude

themselves from the Settlement, the actual amount you will receive if the Court grants Final Approval of the Settlement may vary from this estimated amount.

For tax purposes, ten percent (10%) of each Individual Class Payment will be allocated to wages and subject to all applicable employee state and federal tax withholdings, and will be reported on an IRS Form W-2. The remaining ninety percent (90%) will be considered penalties, liquidated damages, interest, and other non-wage related payments, and will be reported on an IRS Form 1099.

Individual PAGA Payments will be paid to Aggrieved Employees on a pro rata basis and calculated by the Administrator based on each individual's number of PAGA Pay Periods. A "PAGA Pay Period" refers to any pay period during which an Aggrieved Employee worked for Defendant in California for at least one day within the PAGA Period.

Defendant's records indicate that you worked approximately **[NUMBER]** PAGA Pay Periods. Accordingly, your Individual PAGA Payment is estimated to be **\$[AMOUNT]**. If Defendant's records indicate that you did not work during the PAGA Period, your Individual PAGA Payment is estimated to be \$0.00. The actual amount may vary. Your Individual PAGA Payment will be treated one hundred percent (100%) as penalties for tax purposes and reported on an IRS Form 1099. If you are an Aggrieved Employee, you will receive your Individual PAGA Payment even if you exclude yourself from the Class Settlement.

Checks will be valid for one hundred and eighty (180) days. After that, checks will become void, and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within one hundred and eighty (180) days of mailing, or are returned to the Administrator as undeliverable, will be cancelled, and the Administrator shall send the funds associated with uncashed checks to the California Controller's Unclaimed Property Fund in the name of the Class Member. Class Members who do not timely cash their checks should contact the Administrator to determine how they can obtain their payment.

5. *What if I disagree with the number of Workweeks and/or PAGA Pay Periods credited to me?*

If you believe the Workweek or PAGA Pay Period information shown above is correct, you do not need to do anything to receive a payment. However, if you believe the information is not correct, you may challenge it by submitting a written dispute stating why you believe the listed Workweeks or PAGA Pay Periods are not correct and provide supporting records (for example, pay stubs) showing the number of Workweeks or PAGA Pay Periods you worked.

The dispute must be mailed to the Administrator (whose contact information is listed below) and postmarked no later than **[RESPONSE DEADLINE], 2026**. The Administrator will review the information you provide and will make a determination. Defendant's records will be presumed correct absent credible contrary evidence.

Administrator
[CONTACT INFO]

6. *What are my rights regarding this Settlement?*

OPTION 1: Do Nothing

If you do nothing, you will receive a check if the Court finally approves the Settlement, and you will release the claims covered by the Settlement (as described below). You do not have to do anything to receive a payment. You are responsible for paying applicable federal, state, or local taxes on your Individual Class Payment and/or Individual PAGA Payment.

The front of every check issued to you will show the date when the check expires ("Void Date"). If you do not cash your check by the Void Date, your check will be automatically canceled, and the money will be transmitted to the California State Controller's Office for Unclaimed Property to be held in your name until you can claim your property.

Note: It is your responsibility to keep a current mailing address on file with the Administrator to ensure receipt of your payment under the Settlement. You should immediately notify the Administrator if you move or otherwise change your mailing address.

OPTION 2: Object to the Settlement

Any Participating Class Member may object to the Class portion of the Settlement. (You do not have standing to object to the PAGA portion of the Settlement.) Submitting an Objection means that you do not want the Class portion of the Settlement, or any particular terms of the Class portion of the Settlement, to be approved by the Court. If you wish to object to the Class portion of the Settlement, you can submit a written Objection stating why you object to the Class portion of the Settlement.

Any Objection must be in writing and contain: (1) your full name, current mailing address, last four digits of your Social Security Number (for verification of identity purposes and for the Administrator to contact you, if necessary, to clarify your objection), telephone number; (2) the case name and number (*Ryan Robles v. Barry Callebaut USA, LLC*, Napa County Superior Court Case No. 25CV000606); (3) a clear statement that you object to the Class portion of the Settlement and the factual and legal basis, with supporting documents, if any, on which your objection is based; (4) your signature; and (5) the date of signature. The Administrator will not disclose your contact information or Social Security Number to anyone, including the Parties, and your information will be securely held and will not be used for any purpose except to ascertain your identity for administration of this Settlement. Your written Objection must be mailed to the Administrator (whose contact information is listed below) and postmarked no later than **[RESPONSE DEADLINE], 2026**. A copy of any Objection will be submitted to the Court (with your private information redacted) for the Court's consideration in relation to whether to finally approve the Settlement.

You are not required to appear at the Final Approval Hearing for your written Objection to be considered. However, if you do not submit a timely and valid written Objection in the manner specified above, you may still appear (or hire an attorney to appear on your behalf) and state your objection at the Final Approval Hearing set for **[HEARING DATE], 2026, at [TIME] a.m./p.m.** in **[DEPARTMENT]** of the Superior Court of California, County of Napa, 825 Brown Street, Napa, CA 94559. If you intend to appear at the Final Approval Hearing, you are not required to file or serve a notice of intention to appear.

If the Final Approval Hearing is continued to another date or time, the Administrator will give notice to any Participating Class Member who submitted an Objection.

Participating Class Members who fail to object in either of the manners specified above shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. If a Participating Class Member objects to this Settlement, the Participating Class Member will remain a member of the Class, and if the Court grants final approval of the Settlement, he or she will be bound by the terms of the Settlement and any Final Approval Order and Judgment, including the Released Class Claims defined further below.

Note: If you object to the Settlement, you are expected to receive your individual share of the Settlement if the Court approves the Settlement over your Objection.

OPTION 3: Exclude Yourself from the Settlement

If you wish to be excluded from participating in the Class portion of the Settlement, you must submit a valid and timely Request for Exclusion to the Administrator.

The Request for Exclusion must be in writing and include: (1) your full name, current mailing address, last four digits of your Social Security Number (for verification of identity purposes and for the Administrator to contact you, if necessary, to clarify your Request for Exclusion), telephone number; (2) the case name and number (*Ryan Robles v. Barry Callebaut USA, LLC*, Napa County Superior Court Case No. 25CV000606); (3) a clear statement that you wish to be excluded from the Class portion of the Settlement; (4) your signature; and (5) the date of signature. The Administrator will not disclose your contact information or Social Security Number to anyone, including the Parties, and your information will be securely held and will not be used for any purpose except to ascertain your identity for administration of this Settlement. Your Request for Exclusion must be mailed to the Administrator (whose contact information is listed below) and postmarked no later than **[RESPONSE DEADLINE], 2026**. Untimely Requests for Exclusion will not be considered. A copy of any Request for Exclusion will be submitted to the Court (with your private information redacted).

If you submit a timely and valid Request for Exclusion following the above instructions, you will not be considered a Participating Class Member, will not receive any Individual Class Payment, and you will not be eligible to object to the terms of the Class Settlement.

Note: You cannot opt out of the PAGA portion of the Settlement. If you are an Aggrieved Employee, when the Court finally approves the Settlement, you will receive an Individual PAGA Payment and be bound by the Released PAGA Claims (as defined below) even if you submit a timely and valid Request for Exclusion from the Class Settlement.

7. When is the Final Approval Hearing?

The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable. The Court's final determination of those issues will be made at the Final Approval Hearing.

The Court will hold a Final Approval Hearing on **[HEARING DATE], 2026, at [TIME] a.m./p.m. in Department [NUMBER]** of the Superior Court of California, County of Napa, located at 825 Brown Street, Napa, CA 94559.

The Final Approval Hearing may be continued to another date or time without further notice to you. However, the Administrator will give notice of continuance to any Participating Class Member who submitted an Objection.

You do not need to appear at the hearing. If you plan to appear (or hire an attorney to appear on your behalf), you should contact the court clerk for Department [NUMBER] to verify the hearing date and time or for instructions on how to remotely appear.

8. What claims are being released as part of the Settlement?

Plaintiff's General Release: Plaintiff will release any and all claims that Plaintiff has or may have against the Released Parties related to or arising from Plaintiff's employment with Defendant. Plaintiff acknowledges that Plaintiff may discover facts and/or law different from, and/or in addition to, the facts and/or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's General Release shall be and remain effective in all respects, notwithstanding the existence of such different and/or additional facts and/or law or Plaintiff's discovery of them. Notwithstanding the foregoing, Plaintiff's General Release excludes any claims or actions to enforce the Settlement, any claims for vested benefits,

unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising after the date Plaintiff signs the Settlement Agreement.

Section 1542 Waiver: For purposes of Plaintiff's General Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of California Civil Code section 1542, which reads: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Released Class Claims by Participating Class Members: Plaintiff will release, on behalf of himself and all other Participating Class Members, all claims against the Released Parties that were alleged in Plaintiff's operative First Amended Complaint or that reasonably could have been alleged based solely on the facts asserted therein during the Class Period, including but not limited to (1) failure to pay minimum wages for all hours worked, (2) failure to pay overtime compensation, (3) failure to provide meal periods or pay meal period premiums for non-compliant meals, (4) failure to authorize and permit rest breaks or pay rest period premiums for non-compliant breaks, (5) failure to indemnify necessary business expenses, (6) failure to timely pay all wages when due during employment or final wages at termination, (7) failure to provide accurate itemized wage statements, (8) unfair business practices, (9) statutory penalties of any nature, (10) interest, (11) attorneys' fees and costs, and (12) any other claims arising out of or related to the Complaint filed in the Action during the Class Period (collectively, "Released Class Claims"). The Released Class Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising outside the Class Period.

Released PAGA Claims by Aggrieved Employees: Plaintiff will release, on behalf of himself, the LWDA, and all Aggrieved Employees, all claims against the Released Parties for civil penalties pursuant to the California Private Attorneys General Act of 2004, which were alleged or that reasonably could have been alleged based on the facts alleged in Plaintiff's PAGA Notice to the LWDA and/or in Plaintiff's operative First Amended Complaint, including Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, and 2802 (collectively, "Released PAGA Claims"). The Released PAGA Claims include only claims for penalties under PAGA that arose during the PAGA Period.

Aggrieved Employees cannot opt out of the PAGA Settlement or the release of Released PAGA Claims. Aggrieved Employees will receive an Individual PAGA Payment and be bound by the Released PAGA Claims even if they exclude themselves from the Class Settlement.

Effective Date of Releases: The released claims described above will become effective upon entry of the Court's Final Approval Order and Defendant's full funding of the Gross Settlement Amount and its employer-share of payroll taxes owed on the Wage Portion of the Individual Class Payments.

Released Parties: The "Released Parties" means 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.

9. *What if I lose my Settlement check or tax forms?*

If you lose or misplace your check before cashing it, the Administrator will replace it as long as you request a replacement before the Void Date that is stated on the face of the original check. The Administrator will also replace any tax forms that you have lost. After the Void Date, the Administrator will cancel your check and transmit the funds in accordance with the requirements of California Code of Civil Procedure section 384. Specifically, uncashed funds will be transmitted to the California State Controller's Office for Unclaimed Property to be held in your name until you can claim your property.

If your check has been voided, you should contact the Settlement Administrator at [ADMINISTRATOR CONTACT INFO] or consult the California Controller's Unclaimed Property Fund at ucpi.sco.ca.gov for instructions on how to retrieve the funds.

You will be bound by the Settlement even if you do not cash your check.

10. *Can I be retaliated against for participating in the Settlement?*

The law prohibits Defendant from retaliating against employees for exercising their rights under the law. Therefore, Defendant cannot and will not fire you, demote you, harass you, classify you as ineligible for rehire, or retaliate against you in any other way because you choose to participate, or not participate, in the Settlement, in whole or in part.

11. *How can I get more information?*

The *Class and PAGA Action Settlement Agreement* ("Settlement") is on file with the Court as Exhibit 1 to the *Declaration of [ATTORNEY NAME] in Support of Motion for Preliminary Settlement Approval*, filed on [DATE].

This Notice contains a summary of the basic terms of the Settlement and description of the Action. For more detail, you may examine a copy of the Settlement as well as the pleadings and other records in the Action, free of charge, during regular business hours at the Court Clerk's office of the Superior Court of California, County of Napa, located at 825 Brown Street, Napa, CA 94559. You may also access the records online at: [COURT WEBSITE URL]. When searching, use the case name *Ryan Robles v. Barry Callebaut USA, LLC* and case number 25CV000606.

If you need more information or have any questions, you may contact the attorneys representing the Parties at the contact information provided in Section 3 above.

You may also contact the Settlement Administrator at the following contact information:

Ryan Robles v. Barry Callebaut USA, LLC
c/o [SETTLEMENT ADMINISTRATOR NAME]
[ADDRESS]
[ADDRESS]
[PHONE NUMBER] | [EMAIL]
[WEBSITE]

PLEASE DO NOT CONTACT THE COURT FOR LEGAL ADVICE OR FOR INFORMATION REGARDING THIS NOTICE.