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CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Agreement) is made by and between Plaintiff Trevion Jackson ("Plaintiff") and Defendant Diamond Foods, LLC ("Defendant"). The Agreement refers to Plaintiff and Defendant as "Parties," or individually as "Party".

A. DEFINITIONS.

1. "Action" means the lawsuit (as amended) alleging wage and hour violations against Defendant captioned *Jackson v. Diamond Foods, LLC* initiated by Plaintiff on May 30, 2025, and pending in the Superior Court of the State of California, County of San Joaquin (Case No. STK-CV-UOE-2025-7558).

2. "Administrator" means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

3. "Administration Expenses Payment" means the amount that the Administrator will be paid to reimburse the Administrator for the costs and expenses incurred pursuant to the performance of its administration duties, including without limitation reporting payments to all required taxing and other authorities, taking appropriate withholdings, issuing IRS Forms W-2 and 1099, and paying all employer payroll taxes, which will be funded by Defendant.

4. "Aggrieved Employee" means all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the PAGA Period.

5. "Class" means all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the Class Period.

6. "Class Counsel" means Justice Law Corporation.

7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" means the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

8. "Class Data" means the Class Members' identifying information in Defendant's possession, including the Class Member's: (a) full name; (b) last-known mailing address; (c) Social Security Number; and (d) number of Workweeks and PAGA Pay Periods.

9. "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).

10. "Class Member Address Search" means the Administrator's investigation and search for the Class Members' mailing addresses using all the reasonably available sources, methods and means including, but not limited to, the National Change of Address Database ("NCOA"), skip traces, and direct contact by the Administrator with the Class Members.

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11. "Class Notice" means the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval that will be mailed to the Class Members in English, Spanish, and Punjabi in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

12. "Class Period" means the period from May 30, 2021, through September 22, 2026 or the date of preliminary approval, whichever date is earlier.

13. "Class Representative" means Trevion Jackson, the named plaintiff in the Action.

14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

15. "Court" means the Superior Court of California, County of San Joaquin.

16. "Defendant" means Diamond Foods, LLC, the named defendant of the Action.

17. "Defense Counsel" means Davis Wright Tremaine LLP.

18. "Effective Date" means the later of the following dates: (a) the date of final affirmance of an appeal of the judgment; (b) the date of final dismissal with prejudice of the last pending appeal from the judgment; or (c) if no appeal is filed, then the expiration date of the time for the filing of or noticing of any form of valid appeal from the judgment (*i.e.*, sixty (60) calendar days after the entry of judgment).

19. "Final Approval" means the Court's order granting final approval of the Settlement.

20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

21. "Gross Settlement Amount" means $1,780,000 which is the total amount that Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses Payment, Individual PAGA Payments, LWDA PAGA Payment, and Individual Class Payments.

22. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount that will be calculated according to the number of Workweeks the Participating Class Member worked as an hourly-paid or non-exempt employee in the State of California during the Class Period.

23. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of thirty-five percent (35%) of the PAGA Penalties that will be calculated according to the number of PAGA Pay Periods worked as an hourly-paid or non-exempt employee in the State of California during the PAGA Period.

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24. "Judgment" means the judgment entered by the Court based upon the Final Approval.

25. "LWDA" means the California Labor and Workforce Development Agency.

26. "LWDA PAGA Payment" means sixty-five percent (65%) of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (m).

27. "Net Settlement Amount" means the Gross Settlement Amount less the following payments in the amounts approved by the Court: (a) Class Counsel Fees Payment; (b) Class Counsel Litigation Expenses Payment; (c) Class Representative Service Payment; (d) Administration Expenses Payment; (e) Individual PAGA Payments; and (f) LWDA PAGA Payment. The remainder is to be paid to the Participating Class Members as their Individual Class Payments.

28. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

29. "PAGA" means the Private Attorneys General Act of 2004 (Labor Code section 2698, *et seq*.).

30. "PAGA Notice" means the written notice sent to the LWDA and Defendant on May 29, 2025.

31. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant as an hourly-paid or non-exempt employee in the State of California during the PAGA Period.

32. "PAGA Period" means the period from May 29, 2024, through September 22, 2026 or the date of preliminary approval, whichever date is earlier.

33. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated sixty-five percent (65%) to the LWDA and thirty-five percent (35%) to the Aggrieved Employees for the settlement of the PAGA claims.

34. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

35. "Plaintiff" means Trevion Jackson, the named plaintiff in the Action.

36. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

37. "Preliminary Approval Hearing" means the Court's hearing on the Motion for Preliminary Approval of the Settlement.

38. "Released Class Claims" means the claims being released as described in Section E.2.

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39. "Released PAGA Claims" means the claims being released as described in Section E.3.

40. "Released Parties" means Defendant and any and all of its former and present parents, subsidiaries, affiliates, related persons or entities, joint employers, holding companies (including, without limitation, Diamond Foods Holdings, LLC), as well as any of its or their predecessors, assigns, successors, partners, officers, directors, employees, shareholders, members, managers, managing agents, owners, agents, attorneys, insurers, servants, and representatives, and any other person or entity that could be jointly and/or severally liable with any of the aforementioned released parties.

41. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class portion of the Settlement signed by the Class Member.

42. "Response Deadline" means forty-five (45) calendar days after the Administrator mails the Class Notice to the Class Members and shall be the last date on which the Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement; or (b) fax, email, or mail his or her Objection to the Settlement. The Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

43. "Settlement" means the disposition of the Action effected by this Settlement Agreement and Judgment.

44. "Workweek" means any week during which a Class Member worked for Defendant as an hourly-paid or non-exempt employee in the State of California during the Class Period.

B. RECITALS.

1. On May 29, 2025, Plaintiff provided written notice to the LWDA and Defendant of the specific provisions of the Labor Code that Plaintiff contends were violated and the theories supporting the contentions.

2. On May 30, 2025, Plaintiff filed a wage-and-hour class action lawsuit in the Superior Court of California, County of San Joaquin, alleging violations of: (a) Labor Code sections 510 and 1198 (unpaid overtime); (b) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (c) Labor Code section 226.7 (unpaid rest period premiums); (d) Labor Code sections 1194 and 1197 (unpaid minimum wages); (e) Labor Code sections 201 and 202 (final wages not timely paid); (f) Labor Code section 226(a) (non-compliant wage statements); (g) Labor Code sections 2800 and 2802 (unreimbursed business expenses); (h) violation of Labor Code section 2698, *et seq.* (PAGA); and (i) Business & Professions Code section 17200, *et seq*.

3. On August 11, 2025, Plaintiff filed a First Amended Complaint pleading exhaustion of the notice period for the PAGA cause of action.

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4. After engaging in discovery, investigations, and negotiation, on May 20, 2026, the Parties attended mediation with the mediator Gail Glick. While the Parties did not initially settle at mediation, continuing negotiations with the mediator's assistance eventually resulted in a settlement via a mediator's proposal, subject to the Court's approval.

5. In line with the Settlement, Plaintiff will file the Second Amended Complaint that updates the "class" and "aggrieved employees" definitions and updates the factual allegations underlying the causes of action ("Operative Complaint").

6. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

7. The Parties conducted investigation and discovery of the facts and law both before and after the Action was filed. Defendant produced documents relating to the policies, practices, and procedures regarding reimbursement of business expenses, paying non-exempt employees for all hours worked, and meal and rest breaks along with payroll, timekeeping, and operational policies. As part of Defendant's production, Class Counsel reviewed time records, pay records, and information relating to the size and scope of the Class, as well as data permitting Class Counsel to understand the number of Workweeks and PAGA Pay Periods. Class Counsel located and interviewed putative class members who worked for Defendant throughout the Class Period. The investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130.

8. The Court has not granted class certification.

C. MONETARY TERMS.

1. Gross Settlement Amount. Defendant promises to pay $1,780,000 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any employer payroll taxes) prior to the deadline stated in Section D of this Settlement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring the Participating Class Members or Aggrieved Employees to submit a claim form as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount in the amounts specified by the Court in the Final Approval:

    a. Class Counsel. The Class Counsel Fees Payment not to exceed $623,000 (35% of the Gross Settlement Amount) and Class Counsel Litigation Expenses Payment not to exceed $25,000.

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i. Plaintiff and/or Class Counsel will file a motion for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. If the Court approves the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount.

ii. The Released Parties shall have no liability to Class Counsel or any other Class Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. Class Counsel assume full responsibility and liability for taxes owed on the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and hold the Released Parties harmless from any dispute or controversy regarding any division or sharing of any of these payments.

iii. The Administrator may purchase an annuity to utilize U.S. treasuries and bonds or other attorney fee deferral vehicles for Class Counsel. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS Form 1099.

b. Plaintiff. The Class Representative Service Payment not to exceed $10,000 to Plaintiff.

i. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval of the Class Representative Service Payment no later than sixteen (16) court days prior to the Final Approval Hearing. Defendant will not oppose the request for the Class Representative Service Payment so long as it does not exceed this amount. If the Court approves the Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

ii. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

c. Administrator. The Administration Expenses Payment not to exceed $30,000 except for a showing of good cause and as approved by the Court.

i. To the extent that the Administration Expenses Payment is less or the Court approves payment of less than $30,000, the Administrator will allocate the remainder to the Net Settlement Amount.

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ii. To the extent that the Administration Expenses Payment is more than $30,000, the excess amount will come out of the Gross Settlement Amount. Except as set forth in Section C(1), and subject to the Escalator Clause, in no event shall Defendant be liable for more than the Gross Settlement Amount.

d. LWDA and Aggrieved Employees. The PAGA Penalties not to exceed $200,000 to be paid from the Gross Settlement Amount, sixty-five percent (65%) of which ($130,000) will be allocated to the LWDA as the LWDA PAGA Payment and thirty-five percent (35%) of which ($70,000) will be allocated to the Aggrieved Employees as their Individual PAGA Payments.

i. An Individual PAGA Payment is calculated by: (1) dividing the amount of the thirty-five percent (35%) share of the PAGA Penalties ($70,000) by the total number of PAGA Pay Periods for all Aggrieved Employees during the PAGA Period; and (2) multiplying the result by each Aggrieved Employee's PAGA Pay Periods during the PAGA Period.

ii. If the Court approves the PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

iii. The Administrator will report the Individual PAGA Payments on IRS Form 1099. The Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

e. Participating Class Members. An Individual Class Payment is calculated by: (i) dividing the Net Settlement Amount by the total number of Workweeks for all the Participating Class Members during the Class Period; and (ii) multiplying the result by each Participating Class Member's Workweeks during the Class Period.

i. Thirty-three percent (33%) of Individual Class Payment will be allocated to the settlement of wage claims ("Wage Portion"). The Wage Portions are subject to tax withholding and will be reported by the Administrator on IRS Form W-2. Sixty-seven percent (67%) of Individual Class Payment will be allocated to the settlement of claims for penalties and interest ("Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported by the Administrator on IRS Form 1099. The Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payments.

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

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D. SETTLEMENT FUNDING AND PAYMENTS.

1. Workweeks and PAGA Pay Periods. Based on a review of its records, Defendant estimates that there were 2,791 Class Members who worked a total of 106,221 Workweeks as of the date of mediation (May 20, 2026), and 1,867 Aggrieved Employees who worked a total of 44,405 PAGA Pay Periods.

2. Funding of the Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount in two (2) installments:

    a. By no later than July 31, 2027 or thirty (30) calendar days after the Effective Date, whichever date is later, Defendant shall fund $900,000 by transmitting the funds to the Administrator.

    b. By no later than one hundred eighty (180) calendar days after the deadline to fund the first installment, Defendant shall fund $880,000 and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by transmitting the funds to the Administrator.

3. Payments from the Gross Settlement Amount. No later than fourteen (14) calendar days after Defendant fully funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the Administrator will mail checks to the appropriate entities and persons. The disbursement of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment shall not precede the disbursement of the Individual Class Payments and Individual PAGA Payments.

    a. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via first-class United States Postal Service ("USPS") mail, postage prepaid. The face of each check shall state checks that are not cashed within one hundred eighty (180) calendar days after the date of mailing will be voided. The Administrator will mail reminder postcards to the Participating Class Members and Aggrieved Employees who have not cashed their checks no later than ninety (90) calendar days after the checks' issuance. The Administrator will cancel all the checks that are not cashed by the void date. The Administrator will send checks for the Individual Class Payments and Individual PAGA Payments to all the Participating Class Members and Aggrieved Employees, including the Non-Participating Class Members who qualify as Aggrieved Employees, respectively (including those for whom the Class Notices were returned undelivered). The Administrator may send the Participating Class Members a single check combining the Individual Class Payment and Individual PAGA Payment. Before mailing any checks, the Administrator must update the mailing addresses of the recipients using the NCOA.

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b. The Administrator must conduct a Class Member Address Search for all the other Class Members whose checks are returned undelivered without USPS forwarding address. No later than seven (7) calendar days of receiving a returned check, the Administrator will remail the checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator shall send a replacement check to any Class Member whose original check was lost or misplaced if requested by the Class Member prior to the void date.

c. For any Class Member whose check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

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

e. Except as expressly set forth herein, Defendant and Plaintiff shall each bear their own attorneys' fees and costs.

E. RELEASES OF CLAIMS. Effective on the date when Defendant funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will fully and finally release claims against all Released Parties as follows:

1. Plaintiff's Release. To the fullest extent permitted by law, Plaintiff and Plaintiff's former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Released Parties from all claims, demands, losses, charges, obligations, causes of action, transactions, and/or occurrences that arose at any point from the beginning of time to the end of the Class Period ("Plaintiff's Release").

    a. Plaintiff's Release includes, but is not limited to: (i) all the claims that were, or could have been, alleged based on the statements contained in the Operative Complaint; (ii) all the PAGA claims that were, or could have been, alleged based on statements contained in the PAGA Notice; (iii) claims arising from or related to Plaintiff's employment with any of the Released Parties; (iv) claims under federal, state, and/or local law, statute, ordinance, regulation, common law, or other source of law; (v) claims for interest, attorneys' fees, costs, penalties, emotional distress, and/or punitive damages; (vi) breach of contract and tort claims; and (vii) claims for lost wages, retaliation, discrimination, harassment, and/or wrongful termination.

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b. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law Plaintiff now knows or believes to be true. But Plaintiff agrees that Plaintiff's Release shall remain effective in all respects, notwithstanding such different or additional facts or the discovery of them.

c. Notwithstanding anything herein to the contrary, Plaintiff's Release does not extend to any claims or actions to enforce this Agreement; to any claims for vested benefits, unemployment benefits, disability benefits, or social security benefits, to any claims for workers' compensation benefits that arose at any time, or to any other claims that cannot be released under the applicable law.

d. Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

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

2. Release by the Participating Class Members. All the Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all the claims, rights, demands, liabilities, and causes of action that were alleged, or could have been alleged, based on the statements contained in the Operative Complaint and that occurred during the Class Period ("Released Class Claims").

a. The Released Class Claims include claims, rights, demands, liabilities, and causes of action for attorneys' fees and/or costs arising from or related to the class claims in this Action.

b. The Released Class Claims shall be effective even if the Participating Class Members never receive their Class Notice or never receive or cash their checks for the Individual Class Payments.

c. Except as set forth in Section E.3., the Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation or claims based on facts occurring outside the Class Period.

3. Release by the Aggrieved Employees. All the Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all the claims, rights, demands,

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liabilities, and causes of action for PAGA penalties that were alleged, or could have been alleged, based on the statements contained in the Operative Complaint and/or PAGA Notice and that occurred during the PAGA Period ("Released PAGA Claims").

a. The Released PAGA Claims include claims, rights, demands, liabilities, and causes of action for attorneys' fees and/or costs arising from or related to the PAGA claims in this Action.

F. MOTION FOR PRELIMINARY APPROVAL. Class Counsel will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval"). Class Counsel shall email the draft Motion for Preliminary Approval to Defense Counsel no later than fifteen (15) days before such motion is filed so that Defendant may have an opportunity to review and comment on the motion. Defense Counsel will have ten (10) calendar days to review the Motion for Preliminary Approval.

1. Plaintiff's Responsibilities. Plaintiff will move for an order: (a) conditionally certifying the Class for settlement purposes only; (b) seeking Preliminary Approval of the Settlement; (c) setting a date for the Final Approval Hearing; and (d) approving the Class Notice.

   a. The amounts of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment shall be determined by the Court, and the Court's determination on these amounts shall be final and binding. The Court's approval or denial of any amount requested for these items are not material conditions of this Agreement and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Agreement. Any order or proceeding relating to an application for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment shall not operate to terminate or cancel this Agreement.

   b. Defendant agrees that it will not oppose the Motion for Preliminary Approval so long as the motion is consistent with the terms of this Settlement Agreement.

2. Responsibilities of Counsel. Class Counsel are responsible for: (a) expeditiously finalizing and filing the Motion for Preliminary Approval after the execution of this Agreement; (b) obtaining a prompt hearing date for the Motion for Preliminary Approval; and (c) appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel are responsible for delivering the Preliminary Approval to the Administrator.

3. Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Settlement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone or email, and in good faith, to discuss potential modifications that may satisfy the Court. If, despite the good faith efforts of Class and Defense Counsel, the Parties are unable to agree on any such modifications or the Court declines to conditionally certify the Class or to Preliminarily Approve the Settlement, the Agreement will be null

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and void, and the Parties will have no further obligations under the Agreement other than to return the Action to its status quo ante as of June 24, 2026, to the fullest extent possible.

G. SETTLEMENT ADMINISTRATION.

1. Selection of the Administrator. The Parties have jointly selected CPT Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all the duties required for Settlement administration, including those 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. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating the payroll tax withholdings and providing reports to state and federal tax authorities.

3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.

4. Notice to the Class Members.

    a. No later than thirty (30) calendar days after the Court grants Preliminary Approval, Defendant will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect the Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. The Class Data will not be shared with Plaintiff or Class Counsel unless the need arises with respect to any objections, disputes, or opt-outs by specific Class Members—or unless a Class Member requests to speak with Class Counsel during the Settlement approval process; provided, however, that Class Counsel will not have access to the last-known mailing address or Social Security Number for any Class Members unless agreed to in writing by Defense Counsel or unless such Class Members voluntarily agree to provide such information to Class Counsel. 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 their best efforts, in good faith, to reconstruct or resolve any issues related to any missing or omitted Class Data.

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

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c. Using best efforts to perform as soon as possible and no later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all the Class Members identified in the Class Data the Class Notice via first-class USPS mail. Before mailing the Class Notices, the Administrator shall update the Class Members' addresses using the NCOA.

d. No later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall remail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and remail the Class Notice to the most current address obtained.

e. If the Administrator, Defendant, or Class Counsel is contacted by or discovers any person who believes that they should have been included in the Class Data and should have received Class Notice, the Parties will meet and confer in person or by telephone or email, and in good faith, to agree on whether to include them as Class Members. If the Parties agree, such persons will be deemed Class Members entitled to the same rights as the other Class Members, and the Administrator will send these persons, via email or overnight delivery, a Class Notice requiring them to exercise their options under this Agreement no later than fourteen (14) calendar days after receipt of the Class Notice or deadlines set forth in the Class Notice, whichever date is later. If the Parties cannot agree on whether to include such persons as Class Members, each Party shall set forth their position in writing to the Administrator, copying the other Party, and the Administrator shall decide whether to include the individuals as Class Members. However, Defendant's records will control unless the individual is able to provide documentation that establishes otherwise.

5. Requests for Exclusion from the Settlement.

a. The Class Members who wish to exclude themselves from the Class portion of the Settlement must send the Administrator by fax, email, or mail a signed written Request for Exclusion no later than the Response Deadline. Plaintiff agrees that Plaintiff will not request exclusion from the Settlement.

b. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's: (i) full name; (ii) present address; (iii) email address or telephone number; and (iv) simple statement electing to be excluded from the Settlement. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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c. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded.

d. If the Administrator rejects a Request for Exclusion, 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 the 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: (i) the Response Deadline or (ii) fifteen (15) calendar days from the date of the cure letter to postmark a valid Request for Exclusion. If the Class Member fails to timely correct the identified deficiencies after receiving the cure letter, the Administrator will have no further obligation to give notice of a need to cure, and the Request for Exclusion shall be deemed invalid.

e. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or susceptible to challenge.

f. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member, will be entitled to all the benefits, and will be bound by all the terms and conditions of the Settlement, including the releases under Section E.2. and Section E.3. regardless of whether they receive the Class Notice or object to the Settlement.

g. 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 portion of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, the Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Section E.3. and are eligible for an Individual PAGA Payment.

6. Challenges to Calculation of Workweeks and PAGA Pay Periods.

a. Each Class Member who wishes to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member must send the challenge to the Administrator by fax, email, or mail by no later than Response Deadline.

b. 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 PAGA Pay Periods contained in the Class Notice are correct. The Administrator's determination of

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each Class Member's allocation of Workweeks and PAGA Pay Periods shall be final and not appealable or susceptible to challenge.

c. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and PAGA Pay Periods to Defense Counsel and Class Counsel. In response, Defendant shall have five (5) calendar days to reply. The Administrator will then have three (3) business days to make a decision on the challenge and shall inform both Defense Counsel and Class Counsel once a determination is made.

7. Objections to the Settlement.

a. Each Participating Class Member who wishes to submit a written objection to the Settlement must send the Administrator by fax, email, or mail a written objection no later than the Response Deadline.

b. The written objection must: (i) indicate what the Class Member is objecting to; (ii) explain why the Class Member is objecting; (iii) include any facts that support the objection; and (iv) include the Class Member's full name, present address, and email address or telephone number.

c. Only Participating Class Members may object to the Class portion of the Settlement, including contesting the fairness of the Settlement Agreement and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payment.

d. The Participating Class Members may choose to appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. The Class Members who fail to object either by submitting a valid written objection or appearing at the Final Approval Hearing will be deemed to have waived all objections to the Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement.

e. If a Class Member submits both a written objection and a Request for Exclusion, the Administrator will attempt to contact the Class Member and determine whether the Class Member would like to withdraw either the Request for Exclusion or the objection. If the Class Member does not withdraw either the Request for Exclusion or if the Administrator is unable to make contact with a Class Member who submits both a Request for Exclusion and an objection, the Request for Exclusion will be valid and it will be presumed that the Class Member does not wish to participate in the Class portion of the Settlement.

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8. Administrator's Duties. The Administrator has a duty to perform all the tasks contained in this Agreement, including issuing any and all IRS Form W-2, IRS Form 1099, and other tax forms as may be required by law for all amounts paid pursuant to this Settlement.

    a. The Administrator will establish and maintain and use a website to post information of interest to the Class Members. This information includes the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, Final Approval, and Judgment. The Administrator will also maintain and monitor an email address and toll-free telephone number to receive the Class Members' calls, faxes, and emails.

    b. On a weekly basis, the Administrator must provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: (i) Class Notices mailed or remailed; (ii) Class Notices returned undelivered; (iii) Requests for Exclusion (whether valid or invalid) received; (iv) objections received; and (v) challenges to Workweeks and/or PAGA Pay Periods received and/or resolved ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion.

    c. The Administrator will promptly review the Requests for Exclusion on a rolling basis to ascertain their validity.

    d. The Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to: (i) mailing of the Class Notice; (ii) remailing of the Class Notices; (iii) attempts to locate the Class Members; (iv) total number of Requests for Exclusion received (both valid or invalid); and (v) total number of written objections received. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel are responsible for filing the Administrator's declaration(s) in Court.

    e. The Administrator shall calculate the amount of the employer taxes due on the Wage Portion of the Individual Class Payments and promptly notify Defense Counsel so that payment can be sent to the Administrator by Defendant.

    f. No later than ten (10) calendar days after the Administrator disburses all the funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement.

H. ESCALATOR CLAUSE. The settlement amount was calculated based on the estimated 106,221 Workweeks as of the date of mediation (May 20, 2026) ("Estimated Workweeks"). If it is determined that the actual number of Workweeks through the Class Period is more than a ten percent (10%) increase in the Estimated Workweeks (*i.e.*, more than 116,843 Workweeks), then, at Defendant's election, either: (1) the Gross Settlement Amount shall proportionally increase to

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the extent that the number of Workweeks exceeds 116,843 Workweeks (*i.e.*, if the number of Workweeks increases by twelve percent (12%), then the Gross Settlement Amount will increase by two percent (2%)); or (2) Defendant will end the Class Period and PAGA Period on the date that the number of Workweeks reaches 116,843.

I. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified by the Administrator exceeds one percent (1%) of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever and that neither Party will have any further obligation to perform under this Settlement provided Defendant will remain responsible for paying all settlement administration costs incurred to that point. Defendant must notify Class Counsel, such as through email, of its selection to withdraw no later than seven (7) calendar days after the Administrator sends the final Weekly Report. A late election will have no effect.

J. MOTION FOR FINAL APPROVAL. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (s), Final Approval Order, and Judgment. Class Counsel shall email the draft Motion for Final Approval to Defense Counsel no later than fifteen (15) days before such motion is filed so that Defendant may have an opportunity to review and comment on the motion. Defense Counsel will have ten (10) calendar days to review the Motion for Final Approval. The Parties will work collaboratively to present a jointly prepared Judgment to the Court for its approval.

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

2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, the Parties will expeditiously work together in good faith to address the Court's issues by discussing potential modifications that may satisfy the Court. If the Parties are unable to agree on any such modifications, the Settlement will be null and void. Similarly, if the Court does not grant Final Approval of the Agreement, or if the Court's Final Approval is reversed or materially modified on appellate review, then the Parties will make a good faith effort to revise the terms of the Agreement. If that process fails, the Settlement will be null and void. In such event, the Parties reserve their rights with respect to the prosecution and defense of the Action.

3. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their counsel, and all the Participating Class Members who did not object to the Settlement as provided in this Settlement, waive all the rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings and all the rights 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.

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4. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement, this Agreement shall be null and void. The Parties shall expeditiously work together in good faith to address the appellate court's issues and to obtain final approval and entry of judgment sharing any additional settlement administration costs reasonably incurred after remittitur on a 50-50 basis.

5. Continuing Jurisdiction of the Court. The Parties agree that after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement solely for purposes of: (a) enforcing this Agreement and/or Judgment; (b) addressing settlement administration matters; and (c) addressing such post-Judgment matters as are permitted by law.

K. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together to jointly submit an amended judgment.

L. ADDITIONAL PROVISIONS.

1. Confidentiality. Until the Motion for Preliminary Approval is filed, Plaintiff, Class Counsel, Defendant, and Defense Counsel agree that they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (a) to the Parties' attorneys, accountants, banks, Board Members, holding companies, or spouses, all of whom will be instructed to keep this Agreement confidential; (b) to the court, counsel, and any parties in a related matter (such as the *David Zuniga v. Diamond Foods, LLC* matters); (c) to the extent necessary to report income to appropriate taxing authorities; (d) in response to a court order or subpoena; or (e) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to notify the other of any judicial or agency order, inquiry, or subpoena seeking such information. Except as set forth above, until the Motion for Preliminary Approval is filed, Plaintiff, Class Counsel, Defendant, and Defense Counsel agree not to initiate any conversation or other communication with a third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. Class Counsel and Plaintiff agree not to make public statements, unrelated to routine Settlement administration, about the Action or Settlement at any time. If contacted by the media, Plaintiff will not comment but will instead refer such media to his counsel.

   This section does not restrict Class Counsel's communication with the Class Members in accordance with their ethical obligations owed to the Class Members. Nor does this section restrict the Parties from informing the court in this Action or any related actions that there is a pending Settlement or from sharing factual information in response to direct inquiries from the Court, Class Members, and/or the LWDA. For the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, or to seek approval of comparable settlements, Class Counsel may disclose in court filings information about the Action and Settlement available in the public record.

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2. No Admission. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted. Nothing in this Agreement should be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Agreement only. If the Court does not grant Preliminary Approval or Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses against the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. This Agreement and the Parties' willingness to settle will have no bearing on and will not be admissible in connection with any litigation (except for proceedings to enforce or effectuate this Agreement).

3. Use and Return of Class Data. Information provided to Class Counsel in connection with the mediation, in connection with other settlement negotiations, or in connection with the Settlement may be used only with respect to this Settlement, and for 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) calendar days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all the settlement funds, Plaintiff shall destroy all paper and electronic versions of documents 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 such documents.

4. Attorney Authorization. Class Counsel and Defense Counsel warrant and represent that they are authorized by Plaintiff and Defendant to take all the appropriate actions 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.

5. No Solicitation. The Parties agree that they and their 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 section shall be construed to restrict Class Counsel's ability to communicate with the Class Members in accordance with their ethical obligations owed to the Class Members.

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

7. Integrated Agreement. Upon execution by all the Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

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8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended). Class Members will be solely responsible for the payment of their portion of any taxes and penalties assessed on the payments described here and will hold Defendant, the other Released Parties, and Defense Counsel harmless from and against any claims resulting from treatment of the payments described in this Agreement.

9. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. If 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.

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

11. Cooperation in Drafting and Waiver. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis the Party was the drafter or participated in the drafting. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties shall be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

12. Applicable Law. All the terms and conditions of this Agreement and its exhibit will be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.

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

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

15. Notice. All the notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by U.S. mail, or the day sent by email or messenger, addressed as follows:

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To Plaintiff:

Douglas Han
Shunt Tatavos-Gharajeh
William Wilkinson
Justice Law Corporation
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103
(Tel) (818) 230-7502
(Fax) (818) 230-7259
dhan@JusticeLawCorp.com
statavos@JusticeLawCorp.com
wwilkinson@JusticeLawCorp.com

To Defendant:

Jeffrey S. Bosley
Jaime D. Walter
Tiffanie De La Riva
Davis Wright Tremaine LLP
50 California Street, 23rd Floor
San Francisco, California 94111
(Tel) (415) 276-6500
(Fax) (415) 276-6599
jeffbosley@dwt.com
jaimewalter@dwt.com
tiffaniedelariva@dwt.com

16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*e.g.*, 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. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

17. Stay of Litigation. The Parties agree that upon the execution of this Agreement by both Parties, the litigation shall be stayed, except to effectuate the terms of this Agreement. Pursuant to Code of Civil Procedure section 583.330 and upon the signing of this Agreement, the Parties agree to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

18. Preclusive Effect of the Settlement. The Parties agree, subject to Court approval, that the terms of this Agreement, approval order, and judgment are binding on Plaintiff, Participating Class Members, and Aggrieved Employees, as well as their heirs, executors, and administrators, successors and assigns, and any other persons or entities acting on their behalf, and those terms shall have res judicata, collateral estoppel, and other preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits, or other proceedings constitute the Released Class Claims, Released PAGA Claims, or Plaintiff's Release. Notwithstanding any other provision in this Agreement, this Agreement, approval order, and judgment may be filed in any action against or by Defendant or Released Parties to support a defense of res judicata, collateral estoppel, release, waiver, good-faith settlement,

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judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

19. Enforcement Action. If a Party institutes any legal action or other proceeding against the other Party to enforce the terms of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

Dated: 09/10/2026

Trevion Jackson

By: 

Dated: 09/10/26

Justice Law Corporation [Approving as to Form Only]

By: 

Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
William Wilkinson, Esq.
Attorneys for Plaintiff

Dated: _____

Diamond Foods, LLC

By: _____
On behalf of Diamond Foods, LLC

Dated: _____

Davis Wright Tremaine LLP [Approving as to Form Only]

By: _____
Jeffrey S. Bosley, Esq.
Jaime D. Walter, Esq.
Tiffanie De La Riva, Esq.
Attorneys for Defendant

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Dated: _____

Trevion Jackson

By: _____

Dated: _____

Justice Law Corporation [Approving as to Form Only]

By: _____
Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
William Wilkinson, Esq.
Attorneys for Plaintiff

Dated: 9/1/2026

Diamond Foods, LLC

By: Signed by: Gavin Hartley F8D8AC05B50A449... _____
Gavin Hartley
On behalf of Diamond Foods, LLC

Dated: 9/1/2026

Davis Wright Tremaine LLP [Approving as to Form Only]

By: _____
Jeffrey S. Bosley, Esq.
Jaime D. Walter, Esq.
Tiffanie De La Riva, Esq.
Attorneys for Defendant

EXHIBIT A

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

Jackson v. Diamond Foods, LLC
(Case No. STK-CV-UOE-2025-7558)

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

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendant Diamond Foods, LLC ("Defendant") for alleged wage and hour violations, which Defendant denies. The Action was filed by Plaintiff Trevion Jackson ("Plaintiff"). The Action seeks payment of:

(1) Alleged unpaid wages and unreimbursed business expenses for a class of all individuals who worked as hourly-paid or non-exempt employees of Defendant within the State of California at any time during the period from May 30, 2021, through September 22, 2026 or the date of preliminary approval, whichever date is earlier ("Class," "Class Members," "Class Period"); and

(2) Penalties under the Private Attorneys General Act of 2004 ("PAGA") for all individuals who worked as hourly-paid or non-exempt employees of Defendant within the State of California at any time during the period from May 29, 2024, through September 22, 2026 or the date of preliminary approval, whichever date is earlier ("Aggrieved Employees" and "PAGA Period").

The settlement has two parts: (1) Class Settlement to fund Individual Class Payments; and (2) PAGA Settlement to fund Individual PAGA Payments.

Your Individual Class Payment is estimated to be $_____ (less withholding) and your Individual PAGA Payment is estimated to be $_____. The actual amount you may receive likely will be different and will depend on several factors. If no amount is stated for your Individual PAGA Payment, then according to Defendant's records, you are not eligible for an Individual PAGA Payment under the settlement because you didn't work as an hourly-paid or non-exempt employee of Defendant in the State California during the PAGA Period.

The above estimates are based on Defendant's records showing that you worked _____ Workweeks during the Class Period and worked _____ PAGA Pay Periods during the PAGA Period. If you believe that you worked more Workweeks or PAGA Pay Periods during either period, you can submit a challenge by the deadline date. See Section IV of this Class Notice.

The Court has already preliminarily approved the settlement and approved this Class Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. At the Final Approval Hearing, the Court will decide whether to finally approve the settlement and how much of the settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel").

If you worked for Defendant during the Class Period and/or PAGA Period, you have two (2) basic options under the settlement:

1. **Do Nothing**. You don't have to do anything to participate in the settlement and be eligible for an Individual Class Payment and/or Individual PAGA Payment. As a Participating Class Member, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

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

Defendant won't retaliate against you for any actions you take with respect to the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

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

	Members can verbally object to the Settlement at the Final Approval Hearing. See Section VIII of this Class Notice.
You Can Challenge the Calculation of Your Workweeks / PAGA Pay Periods **Written Challenges Must be Submitted by** _____	The amount of your Individual Class Payment and PAGA Payment (if any) depends on the number of Workweeks and PAGA Pay Periods for which you worked as an hourly-paid or non-exempt employee of Defendant in the State of California during the Class Period and PAGA Period, respectively. The number of Workweeks and PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Class Notice. See Section IV of this Class Notice.

I. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action alleges that Defendant violated California labor laws by failing to: (1) pay overtime wages; (2) provide compliant meal periods and meal period premiums; (3) provide compliant rest periods and rest period premiums; (4) pay minimum wages; (5) timely pay final wages; (6) provide compliant wage statements; (7) reimburse business expenses; and (8) comply with the requirements of Business & Professions Code section 17200. Plaintiff also asserted a claim for civil penalties under Labor Code section 2698 (PAGA). Plaintiff is represented by attorneys Douglas Han, Shunt Tatavos-Gharajeh, and William Wilkinson of Justice Law Corporation.

Defendant denies violating any laws or failing to pay all earned wages and contends it complied with all applicable laws.

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

The Court has made no determination whether Plaintiff or Defendant is correct on the merits. In the meantime, the Parties hired an experienced, neutral mediator to resolve the Action by negotiating a settlement to the case rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful following a full day of mediation.

By signing the Class Action and PAGA Settlement Agreement ("Settlement Agreement," "Settlement," or "Agreement") and agreeing to jointly ask the Court to enter a judgment concluding the Action and enforcing the Settlement Agreement, the Parties negotiated a settlement that is subject to the Court's final approval. Both sides agree that the settlement is a compromise of disputed claims. Defendant does not admit any violations or concede the merit of any claims.

The Court preliminarily approved the Settlement as fair, reasonable, and adequate, authorized the mailing of this Class Notice, and scheduled a hearing to determine whether to grant final approval.

III. WHAT ARE THE IMPORTANT TERMS OF THE SETTLEMENT?

1. Defendant Will Pay a Gross Settlement Amount of $1,780,000. Defendant agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses Payment, Individual Class Payments, Individual PAGA Payments, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA").

a. Defendant will fund the Gross Settlement Amount in two (2) installments:

i. By no later than July 31, 2027 or thirty (30) calendar days after the Effective Date, whichever date is later, Defendant will fund $900,000 by transmitting the funds to the Administrator.

ii. By no later than one hundred eighty (180) calendar days after the deadline to fund the first installment, Defendant will fund $880,000 and all employer payroll taxes by transmitting the funds to the Administrator.

b. "Effective Date" means the later of the following dates: (i) the date of final affirmance of an appeal of the judgment; (ii) the date of final dismissal with prejudice of the last pending appeal from the judgment; or (iii) if no appeal is filed, then the expiration date of the time for the filing of or noticing of any form of valid appeal from the judgment (*i.e.*, sixty (60) calendar days after the entry of judgment).

2. Court Approved Deductions from the Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount:

a. Up to $623,000 (35% of the Gross Settlement Amount) to Class Counsel as their Class Counsel Fees Payment and up to $25,000 as their Class Counsel Litigation Expenses Payment. To date, Class Counsel have worked and incurred expenses on the Action without any payment.

b. Up to $10,000 to Plaintiff as the Class Representative Service Payment for filing the Action, working with Class Counsel, and effectively representing the Class Members. The Class Representative Service Payment will be the only money that Plaintiff will receive other than the Individual Class Payment and any Individual PAGA Payment.

c. Up to $30,000 to the Administrator as the Administration Expenses Payment for the services in administering the Settlement.

d. Up to $200,000 as the PAGA Penalties, sixty-five percent (65%) of which ($130,000) will be paid to the LWDA as the LWDA PAGA Payment and thirty-five percent (35%) of which ($70,000) will be paid to the Aggrieved Employees as their Individual PAGA Payments based on their PAGA Pay Periods.

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

4. Taxes Owed on Payments to Class Members. The Parties are asking the Court to approve an allocation of thirty-three percent (33%) of each Individual Class Payment to taxable wages ("Wage Portion") and sixty-seven percent (67%) of each Individual Class Payment to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS Form W-2. Defendant will separately pay employer payroll taxes owed on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Non-Wage Portions of the Individual Class Payments and Individual PAGA Payments on IRS Form 1099.

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

5. Need to Promptly Cash the Checks. The check issued to you must be cashed within one hundred eighty (180) calendar days after the date of mailing; otherwise, it will be voided. For any Class Member whose settlement check is voided, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member. If the monies represented by your check is sent to the California Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Portion of the Settlement. You will be treated as a Participating Class Member, participating fully in the Class portion of the Settlement, unless you notify the Administrator in writing that you wish to opt out. The Non-Participating Class Members will not receive Individual Class Payments but will preserve their right to personally pursue wage and hour claims against Defendant.

    a. You cannot opt out of the PAGA portion of the Settlement. In other words, the Non-Participating Class Members remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the facts alleged in the Action during the PAGA Period.

7. Right to Object. The Participating Class Members have the right to object to the Settlement, including the above-mentioned payments. The Court will consider all objections.

8. The Settlement Will be Void if the Court Denies Final Approval. It is possible that the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible that the Court will enter a Judgment that is reversed on appeal. The Parties agreed that, in either case, the Settlement will be void: (a) Defendant will not pay any money; and (b) Class Members will not release any claims against Defendant.

9. Administrator. The Court has appointed a neutral company, CPT Group, Inc. ("Administrator"), to send this Class Notice, calculate and make payments, and process the Requests for Exclusion. The Administrator will also decide the challenges over the Workweeks and/or PAGA Pay Periods, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section IX of this Class Notice.

10. Release by the Participating Class Members. After Defendant has funded the Gross Settlement Amount and separately paid all employer payroll taxes, the Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. The Participating Class Members will be bound by the following release:

    a. All the Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all the claims, rights, demands, liabilities, and causes of action that were alleged, or could have been alleged, based on the statements contained in the Operative Complaint and that occurred during the Class Period ("Released Class Claims").

    b. The Released Class Claims include claims, rights, demands, liabilities, and causes of action for attorneys' fees and/or costs arising from or related to the class claims in this Action.

    c. The Released Class Claims shall be effective even if the Participating Class Members never receive their Class Notice or never receive or cash their checks for the Individual Class Payments.

    d. Except as set forth in Section E.3. of the Agreement, the Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation or claims based on facts occurring outside the Class Period.

11. Release by the Aggrieved Employees. After Defendant has funded the Gross Settlement Amount and separately paid all employer payroll taxes, all the Aggrieved Employees will be barred from asserting PAGA claims against Defendant even if they exclude themselves from the Settlement. The Aggrieved Employees will be bound by the following release:

    a. All the Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all the claims, rights, demands, liabilities, and causes of action for PAGA penalties that were alleged, or could have been alleged, based on the statements contained in the Operative Complaint and/or PAGA Notice and that occurred during the PAGA Period ("Released PAGA Claims").

b. The Released PAGA Claims include claims, rights, demands, liabilities, and causes of action for attorneys' fees and/or costs arising from or related to the PAGA claims in this Action.

IV. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate the Individual Class Payments by: (a) dividing the Net Settlement Amount by the total number of Workweeks for all the Participating Class Members during the Class Period; and (b) multiplying the result by each Participating Class Member's Workweeks during the Class Period.

2. Individual PAGA Payments. The Administrator will calculate the Individual PAGA Payments by: (a) dividing the amount of the thirty-five percent (35%) share of the PAGA Penalties ($70,000) by the total number of PAGA Pay Periods for all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods during the PAGA Period.

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

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

V. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, via first-class United States Postal Service ("USPS") mail, postage prepaid, a single check to every Participating Class Member, including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, via first-class USPS mail, postage prepaid, a single Individual PAGA Payment check to every Aggrieved Employee who is a Non-Participating Class Member.

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

VI. HOW DO I OPT OUT OF THE CLASS PORTION OF THE SETTLEMENT?

Submit a written and signed letter with your full name, present address, email address or telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Jackson v. Diamond Foods, LLC* (Case No. STK-CV-UOE-2025-7558), and include your identifying information (full name, present address, and email address or telephone number). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by _____, or it will be deemed invalid. Section IX of the Class Notice has the Administrator's contact information.

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only the Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Agreement and Motion for Final Approval may wish to object. The deadline for sending written objections to the Administrator is _____. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Jackson v. Diamond Foods, LLC* (Case No. STK-CV-UOE-2025-7558) and include your full name, present address, email address or telephone number, and signature. Section IX of this Class Notice has the Administrator's contact information.

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

VIII. MAY I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department 11B of the San Joaquin County Superior Court located at 180 East Weber Avenue, 2nd Floor Stockton, California 95202. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comments from objectors, Class Counsel, and Defense Counsel before deciding.

It's possible that the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

IX. HOW CAN I GET MORE INFORMATION?

The Settlement Agreement sets forth everything the Parties have promised to do under the Settlement. The easiest way to read the Settlement Agreement, Judgment, or any other settlement document is to go to the Administrator's website at _____. You can also call or send an email to Class Counsel or the Administrator using the contact information listed below.

Finally, you can consult the Court's website by going to https://www.sjcourts.org/case-management-search and entering the Case No. STK-CV-UOE-2025-7558. By extension, you can also go to the Court in person at the address listed in Section VIII of this Class Notice and request copies of the court documents.

DO NOT CALL THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

Class Counsel:

Douglas Han
Shunt Tatavos-Gharajeh
William Wilkinson
Justice Law Corporation
751 North Fair Oaks Ave., Suite 101
Pasadena, California 91103
(Tel) (818) 230-7502
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dhan@JusticeLawCorp.com
statavos@JusticeLawCorp.com
wwilkinson@JusticeLawCorp.com

Administrator:

[ADMINISTRATOR]
[MAILING ADDRESS]
[TELEPHONE NUMBER]
[FAX NUMBER]
[EMAIL]

X. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your check before cashing it, the Administrator will replace it if you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the California Controller's Unclaimed Property Fund at https://www.sco.ca.gov/search_upd.html for instructions on how to retrieve the funds.

XI. WHAT IF I CHANGE MY ADDRESS?

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

PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103 and my electronic service address is dmather@justicelawcorp.com.

On October 6, 2026, I served the foregoing document described as

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

for the following case: **Jackson v. Diamond Foods, LLC**
LWDA/Court Case No.: **LWDA Case No.: LWDA-CM-1101811-25**
Court Case No.: STK-CV-UOE-2025-7558
San Joaquin County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION
Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE
I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 6, 2026, at Pasadena, California.

Drew Mather