STIPULATION FOR CLASS ACTION AND PAGA SETTLEMENT

AND RELEASE OF CLAIMS

This Stipulation of Class Action Settlement and Release of Claims is entered into by and between Plaintiff DANIEL A. TARACENA ROBLEDO, individually and on behalf of the Settlement Class, and Defendant PLENITUDE FOOD CRAFTS, LLC, subject to the terms and conditions hereof and the approval of the Court.

I. DEFINITIONS

1. "Action" or "Lawsuit" refers to the civil action filed July 22, 2025, in the Superior Court of the State of California for the County of Alameda captioned as *DANIEL A. TARACENA ROBLEDO, individually and on behalf of all others similarly situated v. PLENITUDE FOOD CRAFTS, LLC,* Case No. 25CV133325.

2. "Agreement" or "Settlement" or "Settlement Agreement" means this Stipulation for Class Action and PAGA Settlement and Release of Claims.

3. "Class" shall include all persons who are or have been employed by Defendant in California as non-exempt hourly employees during the Settlement Period ("Class Members").

4. "Class Counsel" means and refers to Maralle Messrelian of MM LAW, APC,

5. "Class Counsel Award" means attorneys' fees for Class Counsels' litigation and resolution of this Action and her expenses and costs incurred in connection with the Action, paid from the Gross Settlement Amount.

6. "Class Data" means information regarding Class Members that Defendant will, in good faith, compile from its payroll and other business records and provide to the Settlement Administrator. It shall be formatted in a form acceptable to the Claims Administrator and shall include the following information for each Class Member: (1) employee identification number; (2) full name; (3) last known address; (4) last known home telephone number; (5) Social Security Number; (6) start and end dates of employment; (7) the number of workweeks during the Settlement Period and pay periods during the PAGA Period.

7. "Class Member" shall refer to an employee of Defendant who falls within the definition of the Class.

8. "Class Period" or "Settlement Period" means the period from July 22, 2021, through and including June 30, 2025.

9. "Class Representative" means Plaintiff DANIEL A. TARACENA ROBLEDO in his capacity as the representative of the Class Members.

10. “Class Representative Enhancement” means the amount that the Court authorizes to be paid to Plaintiff, in addition to his Individual Settlement Payment, in recognition of his efforts and risks in assisting with the prosecution of the Action and in exchange for executing the General Release provided herein.

11. “Counsel for Defendant” shall refer to R. Brian Dixon of LITTLER MENDELSON, P.C.

12. “Court” means Alameda County Superior Court.

13. “Defendant” means PLENITUDE FOOD CRAFTS, LLC.

14. “Effective Date” means: (a) the date upon which the time for appeal of the Court’s order granting final approval of the Settlement Agreement expires (i.e. Sixty-one days after the Court enters an Order granting Final Approval); unless (b) an appeal is timely filed, then “Effective Date” means the date of final resolution of any appeal from the order granting final approval of the Settlement Agreement or dismissal of the appeal, provided the terms of this Agreement are approved and accepted without condition or modification in the final resolution of the appeal. Section III(6) shall apply as to the final disposition of any appeal which does not result in the approval and acceptance of the Agreement without condition or modification in the final resolution of the appeal.

15. “Gross Settlement Amount (“GSA”)” means Three Hundred Thirty-Five Thousand Dollars ($335,000.00), which includes the Individual Settlement Payments, the Class Representative Enhancement, the Class Counsel Award, the PAGA Payment, and the Settlement Administration Costs.

16. “Individual Settlement Payment” means the amount from the Net Settlement Amount ultimately distributed to each Settlement Class Member.

17. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less Class Counsel Award, Class Representative Enhancement, the PAGA Payment, and Settlement Administration Costs.

18. “Notice Packet” means the Notice of Class Action Settlement in a form substantially similar to the form attached hereto as Exhibit A.

19. “PAGA” means the California Labor Code Private Attorneys General Act of 2004.

20. “PAGA Individual Payment” means the amount paid from the PAGA Payment to PAGA Settlement Class Members.

21. “PAGA Letter” means the notice, pursuant to California Labor Code section 2699.3, that Class Counsel conveyed to the California Labor and Workforce Development Agency (“LWDA”) on May 9, 2025, describing Defendant’s alleged violations under the California Labor Code.

22. “PAGA Payment” means the portion of the Gross Settlement Amount that is designated as civil

penalties pursuant to PAGA in the total amount of Thirty Thousand Dollars ($30,000.00).

23. "PAGA Period" means the period of time from May 9, 2024, through June 30, 2025.

24. "PAGA Settlement Class Members" means those Class Members who were employed by Defendant in California as non-exempt hourly employees during the PAGA Period, regardless of whether the Class Member submitted a valid Request for Exclusion or otherwise opted out of the Settlement.

25. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either Plaintiff or Defendant, individually.

26. "Plaintiff" means DANIEL A. TARACENA ROBLEDO.

27. "Preliminary Approval Date" means the date on which the Court enters an order granting preliminary approval of the Settlement.

28. "Released Class Claims" means that Plaintiff, individually and in his representative capacity on behalf of the Settlement Class, will release the Released Parties of those claims that arose during the Class Period and that were or could have been pleaded in the Complaint in the Action based upon the factual allegations therein. The "Released Class Claims" include, but are not limited to, those for: (1) Failure to pay all wages earned for hours worked at the correct rates of pay (Cal. Labor Code §§ 510, 1194, 1197 and 1198, Wage Order 1, paragraphs 2(H), 3 and 4,); (2) Failure to provide rest breaks (Cal. Labor Code §§ 226.7 and 1198); (3) Failure to provide meal periods (Cal. Labor Code §§ 226.7, 512 and 1198 and Wage Order 1, paragraph 12); (4) Failure to indemnify (Cal. Labor Code § 2802 and Wage Order 1, paragraph (9 (A) and (B)); (5) Failure to provide accurate itemized wage statements (Cal. Labor Code § 226); (6) Failure to pay wages owed every pay period (Cal. Labor Code § 204); (7) Failure to pay wages when employment ends (Cal. Labor Code §§ 201-203); (8) Unfair competition under Business and Professions Code § 17200 et seq; (9) claims for failure to comply with the overtime, minimum wage, meal period, rest period, expense reimbursement or record keeping provisions in the applicable California IWC Wage Order; and (10) claims premised upon the alleged failure to include bonuses and other nondiscretionary income in the regular rate of pay when paying overtime, meal or rest premiums, paid sick leave or other wages that applicable law requires be paid at the regular rate or a multiple thereof, based on the Labor Code sections alleged and with respect to the statutory penalties claimed in the Action or any source of obligation as a basis for claiming such penalties during the Settlement Period against the Released Parties. The release of the Released Class Claims shall be given full res judicata and collateral estoppel effect upon entry of the judgment in this Action so as to bar any other individual or entity from filling or pursuing the Class Released Claims against

the Released Parties in any forum.

29. "Released PAGA Claims" means that Plaintiff, as a private attorney general on behalf of the State of California including the California Labor and Workforce Development Agency ("LWDA"), will release those claims for civil penalties that arose during the PAGA Period and that were or could have been pleaded in the Complaint in the Action based upon the facts set forth in the PAGA Notice Plaintiff submitted to the California Labor and Workforce Development Agency. The Released PAGA Claims include, but are not limited to, those for civil penalties arising from the alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3,226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198, and 2802. The release of Released PAGA Claims shall apply regardless of whether a Class Member submitted a valid Request for Exclusion or otherwise opted out of the Settlement. The release of Released PAGA Claims shall be given full res judicata and collateral estoppel effect upon entry of the judgment in this Action so as to bar the LWDA and any other individual or entity from filing or pursuing the Released PAGA Claims against the Released Parties in any forum.

30. "Released Parties" means: (i) Defendant Plenitude Food Crafts, LLC; (ii) Defendant's past and present parents, subsidiaries and affiliates including without limitation any corporation, limited liability company, partnership, trust, foundation and non-profit entity which controls, is controlled by, or is under common control with Defendant; (iii) the past and present shareholders, directors, officers, agents, employees, members, consultants, benefit plans, successor and assigns of any of the foregoing; and (iv) any individual or entity that could be jointly liable with the foregoing.

31. "Request for Exclusion" means a written statement from a Class Member requesting exclusion from the Settlement Class. To be effective, the Request for Exclusion must be in the form described in Section III(10)(g), post-marked by the Response Deadline and received by the Settlement Administrator.

32. "Response Deadline" means the date forty-five (45) calendar days after the Settlement Administrator mails Notice Packets to Class Members and is the last date on which Class Members may submit Requests for Exclusion or Objections to the Settlement, subject to the following: Those Class Members who receive a re-mailed Class Notice, will have either (a) fifteen (15) calendar days from the date of re-mailing or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion, disputes concerning the calculation of Individual Settlement Payments, or an objection to the Settlement.

33. "Settlement Administrator" or "Claims Administrator" means ILYM Group, Inc., ., or any other

third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties and their Counsel each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

34. "Settlement Class Members" or "Settlement Class" means all Class Members who do not timely submit a valid Request for Exclusion to be excluded from the Class as provided for in this Agreement.

II. RECITALS

1. On July 22, 2025, Plaintiff filed a putative class action Complaint against Defendant in Alameda County Superior Court captioned as *DANIEL A. TARACENA ROBLEDO, individually and on behalf of all others similarly situated v. PLENITUDE FOOD CRAFTS, LLC, and Does 1 to 25, inclusive,* Case No. 25CV133325 Plaintiff alleges that Defendant is liable to Plaintiff and to all its other hourly, non-exempt employees for the failure to: (1) pay all wages, including minimum, regular, overtime and double time wages at the correct rates of pay in violation of Labor Code §§ 510, 1194, 1197 and 1198 and Wage Order 1, paragraphs 2(H), 3 and 4; (2) authorize and permit rest breaks and provide premiums for missed rest periods in violation of Labor Code §§ 226.7 and 1198 and Wage Order 1, paragraph 12; (3) provide all meal periods and provide premiums for missed meal periods in violation of Labor Code §§ 226.7, 512 and 1198 and Wage Oder 1, paragraph 11; (4) indemnify for necessary work-related expenditures in violation of Labor Code §§ 1198 and 2802 and Wage Order 1, paragraphs 9(A) and (B); (5) issue accurate and complete itemized wage statements in violation of Labor Code § 226; (6) pay the wages due every pay period in violation of Labor Code § 204; (7) failure to pay wages upon termination of employment in violation of §§ 201-203 of the Labor Code, and (8) unfair competition in violation of Business & Professions Code §§ 17200, et seq., all for which Plaintiff sought minimum, regular, overtime, double-time, vacation, reporting pay and recovery time wages, premiums for missed meal and rest periods and split shifts, liquidated damages, restitution, interest, statutory penalties payable to the affected employees, and (9) civil penalties payable to the State of California pursuant to the Private Attorney General's Act, Labor Code §§ 2698 et seq., declaratory relief and costs of suit and attorneys' fees.

2. The Parties engaged in a voluntary exchange of information concerning the claims and defenses set forth in the Action, including Defendant's policies and practices regarding the alleged violations, and extensive class payroll and assignment data. The Parties additionally have each conducted independent investigations and fact finding.

3. On February 9, 2026, the parties engaged in mediation (the "Mediation") under the guidance of an experienced wage and hour neutral, Lisa Klerman, Esq. At the conclusion of the Mediation, Ms. Klerman made a mediator's proposal, which the Parties subsequently both accepted with several additional conditions.

4. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes the damages and penalties claimed by Plaintiff, and further contends that, for any purpose other than settlement, Plaintiff's claims are not appropriate for class or representative action treatment. Defendant contends, among other things, that, at all times, it has complied with the California Labor Code, and the Industrial Wage Commission Orders.

5. The Plaintiff and Class Representative is represented by Class Counsel. Class Counsel conducted an investigation into the facts relevant to the Action, including reviewing documents and information provided by Defendant. Based on her own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant is fair, reasonable and adequate, and in the best interest of the Settlement Class in light of all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding a class and representative action trial on the merits, and numerous potential appellate issues. Although Defendant denies any liability, Defendant is agreeing to this Settlement solely to avoid the cost of further litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Action on the terms set forth herein.

III. TERMS OF AGREEMENT

1. Settlement Consideration. Defendant shall pay the Maximum Settlement Amount and the payroll taxes as specified in Section III(11)(c) of this Agreement. Defendant shall not be required to pay more than the Gross Settlement Amount except for its share of payroll taxes as described in Section III(11)(c) and except in the case the number of workweeks increases as provided in Section III(14). This settlement is non-reversionary and none of the Gross Settlement Amount shall revert to Defendant.

2. Release By All Settlement Class Members. Upon the date Defendant fully funds the Gross Settlement Amount with the Settlement Administrator (the "Funding Date"), each Class Member (including Plaintiff) who does not timely submit a valid Request for Exclusion, shall, for the Class Period, fully release and forever discharge the Released Parties from the Released Class Claims and each PAGA Class Member shall fully release and forever discharge the Released PAGA Claims. Notwithstanding a Class Member's Request for

Exclusion, a Class Member will be deemed to have released claims made by or on behalf of the Class Member under PAGA.

3. General Release by Plaintiff. In addition to the Settlement Class Members' Released Claims described above, in exchange for the consideration recited in this Agreement, including but not limited to the Class Representative Enhancement, Plaintiff releases, acquits, discharges, and covenants not to sue any of the Released Parties for any claim, whether known or unknown, which he has ever had, or hereafter may claim to have, arising on or before the date he signs this Agreement, including without limitation to, any claims relating to or arising out of any aspect of his relationship with Defendant, or the termination of that relationship, any claims for discrimination, harassment or retaliation on any basis, any claims for unpaid compensation, wages, reimbursement for business expenses, penalties, or waiting time penalties under the California Labor Code, the California Business and Professions Code, the federal Fair Labor Standards Act, 29 U.S.C. section 201, et seq., or any state, county or city law or ordinance regarding wages or compensation; any claims for employee benefits, including without limitation, any claims under the Employee Retirement Income Security Act of 1974; any claims of employment discrimination on any basis, including without limitation, any claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, 42 U.S.C. section 1981, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1991, the Family and Medical Leave Act of 1993, the California Government Code, or any other state, county or city law or ordinance regarding employment discrimination, harassment or retaliation. In particular and without limitation, Plaintiff releases the Released PAGA Claims. Plaintiff acknowledges that he has received all leave from work which he desired or required, received any accommodations necessary to perform his job duties, knows of no industrial injury or illness arising out of the course and scope of his employment with Defendant and has been reimbursed for all expenses incurred in the course of his employment. Plaintiff acknowledges and agrees that the foregoing general release is given in exchange for the consideration provided to him under this Agreement by Defendant. However, this release shall not apply to claims for workers' compensation benefits, unemployment insurance benefits, pension or retirement benefits, or any other claim or right that as a matter of law cannot be waived or released by private agreement regardless of court approval.

Plaintiff expressly waives any rights or benefits available to him under the provisions of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH 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 RELEASING PARTY.

Plaintiff understands fully the statutory language of Civil Code section 1542 and, with this understanding, nevertheless elects to, and does, assume all risks for claims that have arisen, whether known or unknown, which he ever had, or hereafter may claim to have, arising on or before the date of his signature to this Agreement, and specifically waives all rights he may have under California Civil Code section 1542.

4. Nothing in this Agreement, including the General Release by Plaintiff, shall be construed to prevent the disclosure of factual information related to any acts of sexual assault, sexual harassment, workplace harassment or discrimination based on sex, failure to prevent an act of workplace harassment or discrimination based on sex, or act of retaliation against a person for reporting harassment or discrimination based on sex related to the Action or waives Plaintiff's right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment on the part of Defendant, or on the part of the agents or employees of the Defendant, when Plaintiff has been required or requested to attend such a proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature, prevents Plaintiff from communicating with, filing a charge or complaint with, or from participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission, the National Labor Relations Board, the Securities and Exchange Commission, or any other any federal, state or local agency charged with the enforcement of any laws, including providing documents or any other information, or limits Plaintiff from exercising rights under Section 7 of the National Labor Relations Act to engage in protected, concerted activity with other employees, although by signing this Agreement Plaintiff is waiving rights to individual relief (including backpay, front pay, reinstatement or other legal or equitable relief) in any charge, complaint, or lawsuit or other proceeding brought by Plaintiff or on Plaintiff's behalf by any third party, except for any right Plaintiff may have to receive a payment or an award from a government agency (and not the Released Parties) for information provided to the government agency or where otherwise prohibited.

5. <u>Non-Disparagement</u>. Plaintiff shall direct all inquiries about his employment with Defendant to Defendant's Director of Human Resources, who will confirm Plaintiff's dates of employment. No other comments shall be made by Defendant's Director of Human Resources or Plaintiff's manager about Plaintiff or his work history.

6. Certification of the Settlement Class and Nullification of Settlement Agreement. The Parties stipulate to conditional class certification of the Settlement Class for the Class Period for purposes of settlement only. In the event that this Settlement Agreement is not preliminarily or finally approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits the Released Parties from obtaining a complete resolution of the claims as described herein:

a. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;

b. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and

c. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action, including with respect to the issue of class certification.

7. Tax Treatment.

a. The Parties, Class Counsel and Defense Counsel make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Settlement Class Members are not relying on any statement or representation by the Parties, Class Counsel or Defense Counsel in this regard. Settlement Class Members understand and agree that they will be responsible for the payment of any taxes and penalties found to be due from or against a Settlement Class Member as a result of the Individual Settlement Payments described herein and will hold the Plaintiff and the Released Parties, Class Counsel and Defense Counsel free and harmless from and against any claims, liabilities, costs and expenses, including attorney's fees, resulting in any way from the tax treatment of the payments made pursuant to this Agreement, including the treatment of such payments as not subject to withholding or deduction for income or payroll taxes.

b. All Parties represent that they have not received and shall not rely on advice or representations from the other Party or his/its agents regarding the tax treatment of payments under federal, state, or local law.

c. Circular 230 Disclaimer. Each Party acknowledges and agrees that (1) no provision of this Agreement, and no communication or disclosure between the Parties or their counsel, is intended to be, or shall be construed or relied upon as, tax advice within the meaning of United States Treasury Department Circular 230

(31 C.F.R. Part 10, as amended); and (2) each Party has relied exclusively upon its own independent legal and tax counsel for advice, including tax advice, in connection with this Agreement.

8. Preliminary Approval Motion. Plaintiff and Class Counsel shall file with the Court a Motion for Order Granting Preliminary Approval and supporting papers, which shall include this Settlement Agreement. The Order Granting Preliminary Approval shall be in a form substantially similar to Exhibit B. Any dispute regarding forms of notices and other documents necessary to implement the Settlement contained in the Stipulation, if not timely resolved among the Parties, shall be referred to the Court.

9. Settlement Administrator. The Settlement Administrator shall be responsible for: (a) processing and mailing payments to the Class Representative, Class Counsel, LWDA and Settlement Class Members; (b) printing and mailing the Notice Packets to the Class Members as directed by the Court; (c) receiving and reporting the objections and Requests for Exclusion; (d) distributing tax forms to the Settlement Class Members; (e) providing declaration(s), as necessary, in support of preliminary and/or final approval of this Settlement; (f) calculating and withholding all taxes from the wage portion of the payments to Settlement Class Members; (g) calculating and notifying Defendant of its portion of the taxes on the wage portion of the payments to Settlement Class Members and accepting payment of such taxes from Defendant; (h) timely depositing all tax payments with the appropriate government entities; and (i) other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.

10. Settlement Administration.

a. Class Data. No later than fifteen (15) days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the Class Data for purposes of preparing and mailing Notice Packets to Class Members. The Class Data shall be confidential. The Settlement Administrator shall not provide the Class Data to Class Counsel or Plaintiff or any third party or use the Class Data or any information contained therein for any purpose other than to administer this Settlement.

b. Notice Packets. The Notice Packet shall contain the Notice of Class Action Settlement, in a form substantially similar to the form attached hereto as Exhibit A. The Notice of Class Action Settlement shall set forth the material terms of the Settlement, including the release to be given by all members of the Settlement Class who do not request to be excluded from the Settlement Class. The Notice Packet also shall be individualized by including the Class Members' starting and ending dates of employment during the Class Period, the number of workweeks and pay periods, and the estimated amount of their Individual Settlement Payment and PAGA Individual Payment.

c. Notice By First Class U.S. Mail. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database and/or similar database(s) to update and correct any known or identifiable address changes. No later than fifteen (15) calendar days after receiving the Class Data from Defendant as provided herein, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member. In the event more than one address is identified, then the Settlement Administrator shall mail the Notice Packet to each potentially valid address.

d. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator.

e. Disputes Regarding Individual Settlement Payments. Class Members will have the opportunity, should they disagree with Defendant's records regarding the workweeks worked by Class Members stated on the Notice of Class Action Settlement, to provide documentation and/or an explanation to show contrary workweeks. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. If the Parties cannot agree, the dispute shall be submitted to the Court for resolution. In the resolution of any dispute the Defendant's records shall be final and conclusive as to the facts on which any dispute is based.

f. Disputes Regarding Administration of Settlement. Any disputes not subject to resolution by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Prior to any such involvement of the Court or the Settlement Administrator, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

g. Request for Exclusion. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to exclude themselves from the Settlement must submit to the Settlement Administrator a written statement requesting exclusion from the Settlement. The written statement must: (1) explicitly and unambiguously state the following statement or similar statement: "I wish to exclude myself from the settlement reached in the matter of *Robledo v. Plenitude Food Crafts, LLC*. I understand by excluding myself, I will not receive any money from the class settlement reached in this matter."; (2) contain the name, address, and the last four digits of the Social Security number of the person requesting exclusion; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address in the Notice Packet. The Request for Exclusion will not be valid if it is not timely submitted by the Response Deadline and received by the Settlement Administrator. The date of the postmark on the return mailing envelope transmitting the Request for Exclusion shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. However, all PAGA Settlement Class Members will receive their PAGA Individual Payments and will be releasing their PAGA claims since they cannot opt out of the PAGA settlement. Class Members who fail to submit a valid and timely written Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Settlement is approved by the Court. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit Requests for Exclusion from the Settlement.

h. Objections. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to object to the Settlement may serve on the Settlement Administrator by first class mail or via fax a written statement of objection ("Notice of Objection") by the Response Deadline, or appear in person at the Final Approval Hearing. The date of the postmark on the envelope transmitting the Objection shall be deemed the exclusive means for determining that a Notice of Objection was submitted timely. The Notice of Objection must be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class Member; (2) the dates of employment of the Settlement Class Member; (3) the last four digits of the Settlement Class Member's Social Security number and/or the Employee ID number; (4) the basis for the objection; and (5) whether the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to file or serve written objections to the Settlement or solicit or encourage Settlement Class Members to appeal from the Order and Final Judgment. Class Members who submit a Request for Exclusion are not entitled to object to the Settlement.

i. Status Reports. The Settlement Administrator shall provide counsel for the Parties with weekly reports certifying the number of Notice Packets mailed, the number of Class Members who have submitted Requests for Exclusion or Notices of Objection, including those received within the extended response deadline for remailed notices, and any disputes submitted regarding the information in the Notice Packets. No later than fifteen (15) days after the Response Deadline with the extension for remailed notices (which is thirty (30) days after the Response Deadline without consideration for remailed notices), the Settlement Administrator shall provide counsel for both Parties with a final list of all Class Members who submitted valid and timely Requests for Exclusion (the "Exclusion List") and a separate list of those who submitted invalid or untimely requests. Upon completion of all disbursements and administration of the Settlement, the Settlement Administrator shall promptly provide a written declaration under oath certifying such completion to the Court and to counsel for all Parties.

11. <u>Funding and Allocation of the Gross Settlement Amount</u>. No later than fifteen (15) calendar days after the Effective Date, Defendant shall provide the Gross Settlement Amount to the Settlement Administrator to fund the Settlement, as set forth in this Agreement. The date on which Defendant fully funds the Gross Settlement Amount is referred to herein as the “Funding Date.”

a. <u>PAGA Payment</u>. As one part of the Motion for Order Granting Preliminary Approval, Plaintiff and Class Counsel shall seek approval from the Court of the PAGA Payment of Thirty Thousand Dollars ($30,000.00). Any portion of the requested PAGA Payment that is not approved by the Court shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall pay Sixty-Five percent (65% or Nineteen Thousand Five Hundred Dollars ($19,500.00)) of the approved PAGA Payment to the California Labor and Workforce Development Agency (“LWDA”)(the “LWDA Payment”) no later than thirty (30) calendar days after the Effective Date. The Settlement Administrator shall pay Thirty-Five Percent (35% or Ten Thousand Five Hundred Dollars ($10,500.00)) of the approved PAGA Payment (the “PAGA Fund”) to the PAGA Settlement Class Members no later than thirty (30) calendar days after the Effective Date. The PAGA Individual Payment paid to each PAGA Settlement Class Member shall be calculated by dividing Thirty-Five Percent (35%) of the approved PAGA

Payment by the number of pay periods worked by all PAGA Settlement Class Members during the PAGA Period and then multiplying the result by the number of pay periods worked by each PAGA Settlement Class Member during the PAGA Period. For tax purposes, one hundred percent (100%) of each PAGA Individual Payment shall constitute penalties and interest, and the Settlement Administrator shall, when required by law, issue an IRS Form 1099 to each PAGA Settlement Class Members for such payment. Each PAGA Settlement Class Member shall be credited with at least one (1) pay period during the PAGA Period.

b. Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount no later than Thirty (30) days after the Effective Date. Individual Settlement Payments shall be calculated by dividing the Net Settlement Amount by the total workweeks worked by all Class Members and then multiplying the result by the number of workweeks worked by each Class Member during the Class Period to calculate each Settlement Class Member's estimated Individual Settlement Payment. Notwithstanding the calculation set forth above, the entire Net Settlement Amount shall be distributed to Participating Class Members. If any Class Member submits a valid and timely Request for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payment of each Participating Class Member according to his or her number of workweeks worked during the Class Period, such that one hundred percent (100%) of the Net Settlement Amount is distributed to Participating Class Members. No portion of the Net Settlement Amount shall revert to Defendant. Each Class Member shall be credited with at least one (1) workweek during the Class Period.

c. Tax Allocation. For tax purposes, the Individual Settlement Payments shall be allocated Fifteen Percent (15%) to the payment of wages and other taxable damages, which will be subject to income and payroll tax withholding and all other authorized and required deductions and Eighty-Five Percent (85%) to interest, penalties, and liquidated damages, and other damages which are not subject to income or payroll tax withholding, but which are subject to all other required authorized deductions. All applicable deductions or withholdings required by law or expressly authorized by the Settlement Class Member, including payments of any applicable garnishments and liens, will be withheld from the Individual Settlement Payment. It shall be the responsibility of the Settlement Administrator to timely and properly withhold from Individual Settlement Payments payable to Settlement Class Members all applicable taxes including all federal, state, and local income and payroll taxes, and to prepare and deliver the necessary tax documentation and, thereafter, to cause the appropriate deposits of withholding taxes and informational and other tax return filing to occur. It shall also be the responsibility of the Settlement Administrator to timely and properly calculate the Defendant's share of all applicable payroll taxes which are not withheld from the portion of the Individual Settlement Payments allocated to wages, and to notify the Defendant of the total amount of such taxes so they may be transmitted to the Settlement Administrator by the Defendant to be deposited with the appropriate taxing authorities when Individual Settlement Payments are paid. The Defendant shall pay the payroll taxes to the Settlement Administrator within Fifteen (15) days of receipt of notice as to the amount due from the Settlement Administrator.

d. Mailing. Individual Settlement Payments shall be mailed by regular First Class U.S. Mail to Settlement Class Members' last known mailing address no later than thirty (30) calendar days after the Effective Date.

e. Expiration. Any checks issued to Settlement Class Members shall remain valid and negotiable for One Hundred and Eighty (180) days from the date of their issuance. If a Settlement Class Member does not cash his or her settlement check within One Hundred and Eighty (180) days, the Claims Administrator shall pay the Alameda County Food Bank the net proceeds of the uncashed checks within Fifteen Days (15) days of the check cashing deadline. The Parties agree that this obligation shall satisfy and fully discharge Defendant's obligations under California Code of Civil Procedure Section 384 and the doctrines of *Cy Pres* and *escheat.*

f. Class Representative Enhancement. Plaintiff and Class Counsel shall draft and file with the Court the necessary papers for approval of the Class Representative Enhancement Payment. Defendant agrees not to oppose or object to any application or motion by Plaintiff for a Class Representative Enhancement of up to Ten Thousand Dollars and No Cents ($10,000.00) to Plaintiff. The Class Representative Enhancement is the sole and exclusive consideration to Plaintiff for the Released Claims, a General Release, and for Plaintiff's time, effort, and risk in bringing and prosecuting the Action. The Settlement Administrator shall pay the Class Representative Enhancement to Plaintiff from the Gross Settlement Amount no later than thirty (30) calendar days after the Effective Date. Any portion of the requested Class Representative Enhancement that is not awarded to the Class Representative shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099–MISC to Plaintiff for his Class Representative Enhancement. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on his respective Class Representative Enhancement and shall hold harmless the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative

Enhancement. The Class Representative Enhancement shall be in addition to the Plaintiff's Individual Settlement Payment as a Settlement Class Member. In the event that the Court reduces or does not approve the requested Class Representative Enhancement, Plaintiff shall not have the right to revoke the Settlement, and it will remain binding.

g. Class Counsel Award. Plaintiff and Class Counsel shall draft and file with the Court the necessary papers for approval of the attorneys' fees and costs. Defendant agrees not to oppose or object to any application or motion by Class Counsel for attorneys' fees not to exceed one third (1/3d) of the Gross Settlement Amount, one third (1/3d) of the Gross Settlement Amount being One Hundred Eleven Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($111, 666.67). Additionally, Defendant agrees not to oppose or object to any application or motion by Class Counsel for costs not to exceed Sixteen Thousand Dollars ($16,000.00) from the Gross Settlement Amount for all past and future litigation costs and expenses necessary to prosecute, settle and administer the Action as supported by a declaration from Class Counsel. The Parties agree that any and all claims for reasonable attorneys' fees and costs have been settled by this Agreement and that neither Plaintiff, Settlement Class Members, nor Class Counsel shall seek payment of attorneys' fees or reimbursement of costs/expenses from the Released Parties except as set forth in this Agreement. Any portion of the requested Class Counsel Award that is not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall pay the approved Class Counsel Award to Class Counsel from the Gross Settlement Amount no later than thirty (30) calendar days after the Effective Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this section. The Settlement Administrator shall issue an IRS Form 1099–MISC to Class Counsel for the payments made pursuant to this section. In the event that the Court reduces or does not approve the requested Class Counsel Award, Plaintiff and Class Counsel shall not have the right to revoke the Settlement, and it will remain binding.

h. Settlement Administration Costs. Plaintiff and Class Counsel shall draft and file with the Court the necessary papers for approval of payment to the Settlement Administrator of the costs of administration of the Settlement from the Gross Settlement Amount. Defendant agrees not to oppose or object to any application or motion by Plaintiff for payment of up to Seven Thousand Nine Hundred Fifty Dollars ($7,950.00) to the Settlement Administrator. Any portion of the requested payment to the Settlement Administrator that is not awarded to the Settlement Administrator shall be part of the Net Settlement Amount and shall be distributed to

Settlement Class Members as provided in this Agreement. The Settlement Administrator shall pay the approved Settlement Administration Costs no later than thirty (30) calendar days after the Effective Date.

12. Final Approval Motion. At the earliest practicable time following the expiration of the Response Deadline, Plaintiff shall file with the Court a Motion for Order Granting Final Approval and Entering Judgment, which motion shall request final approval of the Settlement and the amounts payable for the Class Representative Enhancement, the Class Counsel Award, the PAGA Payment, and the Settlement Administration Costs.

a. Final Approval Order and Judgment. Plaintiff shall present an Order Granting Final Approval of Class Action Settlement and Entering of Judgment to the Court for its approval, in the form substantially similar to Exhibit C. The Order Granting Final Approval of Class Action Settlement and Entering of Judgment shall be lodged with the Court no later than seven (7) days before the Final Approval Hearing. Plaintiff shall be responsible for drafting and filing the motion for Final Approval and for entry of Judgment. Plaintiff will provide Defendant with a copy of the motion(s) within reasonable time before the filing of the motion(s). The Order Granting Final Approval of Class Action Settlement and Entering of Judgment shall, among other things:

i. Find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve this Stipulation of Settlement;

ii. Certify the Class for Settlement purposes only;

iii. Approve the Settlement, adjudging the terms thereof to be fair, reasonable, adequate, and in the best interests of each of the Parties and the Class Members, and directing consummation of its terms and provisions;

iv. Approve Class Counsel's application for an award of attorneys' fees and costs, and the Class Representative Enhancement;

v. Approve the payment of reasonable Settlement Administration Costs;

vi. Enter Judgment pursuant to California Rules of Court, rule 3.769(h);

vii. Permanently bar Plaintiff and all Class Members who have not been timely and validly excluded from the Settlement from filing or prosecuting any of the Class Released Claims against the Released Parties; and

viii. Permanently bar the LWDA and any other individual or entity from filing or prosecuting any of the Released PAGA Claims against the Released Parties.

b. Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction over the Action, the Parties, and the Settlement Class, as well as the administration and enforcement of the Settlement. Any disputes or controversies arising with respect to the interpretation, consummation, enforcement, or implementation of the Settlement, not committed to resolution in the discretion of the Settlement Administrator as provided in this Agreement, shall be presented by motion to the Court. Notice of the Final Judgment shall be given by Plaintiff to Defendant and the Class Members as set forth in the Order Granting Final Approval of Class Action Settlement and Entering of Judgment, which notice shall satisfy the requirements of California Rules of Court, rule 3.771.

13. Defendant's Option to Terminate Settlement. If members of the Settlement Class representing Five Percent (5%) or more of the Net Settlement Amount timely submit requests for exclusion or opt-out forms, Defendant shall have the right (but not the obligation) to void the settlement within Fifteen (15) business days of the Defendant's receipt of the final list of the Settlement Administrator as described in section III(10)(i) of this Agreement. If Defendant exercises the option to terminate this Settlement, Defendant shall so notify Plaintiff's Counsel and the Settlement Administrator within Fifteen (15) business days of the Defendant's receipt of the final list of the Settlement Administrator as described in section III(10)(i) of this Agreement.

14. Adjustment for Revised Workweeks. The Parties' settlement was premised upon Defendant's representation that there were 15,718 workweeks between July 22, 2021, and June 30, 2025. Should the workweeks in the Class Period exceed that number by more than 10% (i.e., more than 17,290 workweeks), Defendants shall have the sole option of: (1) increasing the GSA on a *pro-rata* basis equal to the percentage increase in the number of workweeks worked by the Class Members above ten percent (10%) (*e.g.*, if the number of workweeks increases by 11% to 17,447 workweeks, the GSA will increase by 1%); or (2) adjusting the end date of the Class Period so that it includes no more than 17,290 workweeks. Defendant shall verify the Workweeks and notify Plaintiff's counsel whether the escalator clause has been triggered, and if so, its chosen option, prior to the filing of Plaintiff's motion for preliminary approval.

15. No Impact on Benefit Plans. Neither this Settlement nor any amounts paid under the Settlement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendant-sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement shall not be applied retroactively, currently, or on a going

forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of Defendant's benefit plan, policy, or bonus program. Defendant retains the right to modify the language of its benefit plans, policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement.

16. Notices. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third (3rd) business day after mailing by United States certified mail, return receipt requested, addressed as follows:

To Plaintiff and the Settlement Class:

MM Law, APC
Maralle Messrelian
500 North Brand Blvd. Suite 2000
Glendale, CA 91203
Telephone: (818) 810-7747
Fax: (818) 230-9018

To Defendant:

LITTLER MENDELSON, P.C.
R. Brian Dixon
101 Second Street, Suite 1000
San Francisco, CA 94104
Telephone: (415) 433-1940
Facsimile: (415) 399-8490

17. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement.

18. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

19. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

20. Entire Agreement. This Agreement and any attached Exhibits constitute the entire Agreement between the Parties relating to the Settlement. All prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or a Party's legal counsel are merged herein. No rights hereunder may be waived except in writing.

21. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe it as valid to the fullest extent possible consistent with applicable law, so as to render all provisions of this Agreement valid and enforceable.

22. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms of this Agreement. Accordingly, this Agreement shall not be construed more strictly against one Party than another by virtue of having been prepared by counsel for one of the Parties, all Parties having contributed to its preparation through arm's-length negotiation.

23. Enforcement Actions. In the event any Party institutes a legal action or proceeding to enforce the provisions of this Agreement or to declare rights or obligations under it, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with such action.

24. No Related Matters. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending action asserting claims that would be extinguished or affected by this Settlement.

25. <u>Authorization to Enter into Settlement Agreement</u>. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all 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 required to effectuate the terms of this Agreement. The person signing this Agreement on behalf of Defendant represents and warrants that he or she is authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrant that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

26. <u>Binding on Successors and Assigns</u>. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

27. <u>California Law Governs</u>. All terms of this Agreement and the Exhibits hereto and any disputes arising hereunder shall be governed by and interpreted according to the laws of the State of California.

28. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

29. <u>This Settlement Is Fair, Adequate and Reasonable</u>. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

30. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

31. Waiver of Certain Appeals. The Parties agree, with the exception of the attorneys' fees award, provided the attorneys' fees sought do not exceed the amount provided herein, to waive any and all rights to appeal, this waiver being contingent upon the Court entering the Final Judgment as provided herein. This waiver includes waiver of all rights to any post-judgment proceeding and appellate proceeding, including, but not limited to, motions for relief from judgment and motions to amend or alter the judgment.

32. No Admissions. Plaintiff has claimed and continues to claim that the Released Claims have merit and give rise to liability on the part of Defendant. Defendant has claimed and continues to claim that the Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to herein and no action taken to carry out this

[remainder of page is blank]

Agreement may be construed or used as an admission by or against the Defendant or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted.

IN WITNESS THEREOF, this Stipulation of Class Action Settlement and Release of Claims is executed by the Parties and their authorized attorneys, as of the day and year herein set forth.

DATED: 07/08/2026

By: Daniel A. Taracena Robledo (Jul 8, 2026 18:37:06 PDT)

DANIEL A. TARACENA ROBLEDO

DATED: July 8, 2026

PLENITUDE FOOD CRAFTS, LLC

By: Brian M. Wood

Title: Managing Member

APPROVED AS TO FORM:

DATED: 7/8/2026

MM LAW, APC

By: Maralle Messrelian

Maralle Messrelian
Attorneys for Plaintiff
DANIEL A. TARACENA ROBLEDO,
on behalf of himself and the Settlement Class

DATED: 7/9/26

LITTLER MENDELSON, P.C.

By:

R. Brian Dixon
Attorneys for Defendant
PLENITUDE FOOD CRAFTS, LLC

EXHIBIT A

Robledo v. Plenitude Food Crafts, LLC

Superior Court of the State of California, for the County of Alameda

Case No. 25CV133325

NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All non-exempt, hourly employees of Defendant Plenitude Food Crafts, LLC, ("Defendant") who worked in the State of California at any time from July 22, 2021, through and including June 30, 2025 ("Class Members").

To: All non-exempt, hourly employees of Defendant who worked in California at any time from May 9, 2024, through June 30, 2025 ("PAGA Members").

On _________, the Honorable Somnath Raj Chatterjee of the Alameda County Superior Court granted preliminary approval of this Class and PAGA action settlement and ordered the litigants to notify all Class and PAGA Members of the settlement.

You have received this notice because Defendant's records indicate that you are a Class Member and are therefore entitled to a payment from the settlement. Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at _:00 a.m./p.m. on _____, 2026 in Department 21 of the Alameda County Superior Court located at 1221 Oak Street, Oakland, California 94612.

You are not required to attend the hearing, but if you wish to attend, you may attend the hearing remotely, which can be set up through Zoom. See https://www.alameda.courts.ca.gov/general-information/remote-appearances for more information about how to make a remote appearance.

The Final Fairness Hearing may be rescheduled by the Court for another date and/or time. Please visit the Court's website at https://eportal.alameda.courts.ca.gov for any scheduling changes.

Please note that you can participate in the PAGA settlement only if you were a Class member and you were employed between May 9, 2024, through June 30, 2025. If you are a PAGA Member and the settlement is approved, you will, without further action on your part, receive a portion of the PAGA settlement. You cannot object to or opt out of the terms of the PAGA settlement.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as 'eCourt Public Portal,' at https://eportal.alameda.courts.ca.gov. After arriving at the website, click the 'Search' tab at the top of the page, then select the Document Downloads link, enter the case number and click 'Submit.' Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

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 eligible for payments from the Class Fund and, if you are also a PAGA Member, the PAGA Fund. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims against Defendant based on the same facts alleged in the actions during the Class Period from July 22, 2021, through and including June 30, 2025.
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is [DATE]**	If you don't want to participate in the proposed class settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Amount and will not be bound by the terms of the proposed class settlement. To opt out of the Released Class Claims, you must submit a written Request for Exclusion by [DATE]. Once excluded, you will not release the Released Class Claims and you will not receive a payment from the Class Fund. *See below for more information*. You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Settlement Class Members remain eligible to receive a payment from the PAGA Fund and must give up their rights to pursue PAGA penalty claims against Defendant based on the facts alleged in the Action during the PAGA Period.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by [DATE]**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Class Settlement, but not the PAGA settlement.
You Can Participate in the [DATE] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on ________ in Department 21 of the Alameda County Superior Court located at 1221 Oak Street, Oakland, California 94612. You do not 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, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Class Fund and the PAGA Fund and you will be bound by the terms of the Settlement and Release.

Summary of the Litigation

Plaintiff Daniel A. Taracena Robledo, on his behalf and on behalf of other current and former non- exempt employees, alleges that Defendant violated California state labor laws as a result of its alleged failure to, among other things: (1) fail to pay for all hours worked at the correct rate of pay, (2) fail to provide rest breaks, (3) fail to provide meal periods, (4) fail to reimburse work-related expenses, (5) fail to provide accurate wage statements, (6) fail to pay all wages due every pay period, (7) fail to pay all wages due at termination, and for (8) civil penalties under the Private Attorney General's Act, and (9) unfair competition.

Counsel for Plaintiff ("Class Counsel"), has investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believes that the claims alleged in this lawsuit have merit, Class Counsel also recognizes the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiff's claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiffs.

Summary of The Proposed Settlement Terms

Plaintiff and Defendant have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of $335,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) a class representative enhancement payment of $10,000 to Plaintiff, for his services on behalf of the class, and for a release of all claims arising out of his employment with Defendant; (3) $111,666.67 in attorneys' fees and $16,000 litigation costs and expenses payable to Plaintiff's counsel; (4) a $30,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), inclusive of a $19,500 payment to the California Labor and Workforce Development Agency ("LWDA") in connection with the PAGA, and a $10,500 payment ("PAGA Fund") to be distributed among PAGA Members; and (5) reasonable Settlement Administrator's fees and expenses currently estimated at $7,950. After deducting the above payments, a total of approximately $159,383.33 will be allocated to Class Members ("Net Settlement Amount" or "Class Fund"). Additionally, all PAGA Members will receive a proportional share of the $10,500 PAGA Fund.

Payments from the Class Fund. Defendant will calculate the total number of Workweeks worked by each Class Member from July 22, 2021, through and including June 30, 2025 ("Class Period") and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated share of the Class Fund, the Settlement Administrator will use the following formula: The Class Fund will be divided by the aggregate total number of Workweeks in the Class Period, resulting in the Class per-workweek value. Each Class Member's share of the Class Fund will be calculated by multiplying each individual Class Member's total number of Workweeks by the Class per-workweek value. The Individual Settlement Payment will be reduced by any including all authorized and required deductions, including the employee's share of tax withholdings.

According to Defendant's records, you worked during the Class Period in a non-exempt position for a total of ____ Workweeks. Accordingly, your estimated payment from the Net Settlement Amount is approximately $_____.

Payments from PAGA Fund. Defendant will calculate the total number of Pay Periods worked by each PAGA Member from May 9, 2024, through June 30, 2025 ("PAGA Period") and the aggregate total number of Pay Periods worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA

Fund will be divided by the aggregate total number of Pay Periods in the PAGA Period, resulting in the PAGA per-pay-period value. Each PAGA Member's share of the PAGA Fund will be calculated by multiplying each individual PAGA Member's total number of Pay Periods in the PAGA Period by the PAGA per-pay-period value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive his or her portion of the PAGA fund even if he or she submits a valid Request for Exclusion.

According to Defendant's records, you worked during the PAGA Period in a non-exempt position for a total of ___ Pay Periods. Accordingly, your estimated payment from the PAGA Fund is approximately $______________.

Your Estimated Total Payment: Based on the above, your estimated total payment from the settlement is approximately $ __________. If you believe the Workweek information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

ILYM Group, Inc.
c/o ___________________
Fax No. _________________

If you dispute the information stated above, Defendant's records will control unless you are able to provide documentation that establishes otherwise.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 15% of each Class Settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 85% of the Class Settlement will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. The PAGA Settlement payments are allocated to non-wages for which IRS Forms 1099-MISC will be issued if required.

Your Options Under the Settlement

Option 1 – *Automatically Receive a Payment from the Settlement* If want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the Released Class Claims and the Released PAGA Claims.

"Released Class Claims" means (1) all failures to pay for all hours worked at the correct rate of pay, (2) all failures to provide rest breaks, (3) all failures to provide meal periods, (4) all failures to reimburse work-related expenses, (5) all failures to provide accurate wage statements, (6) all failures to pay all wages due every pay period, (7) all failures to pay all wages due at termination, and (8) all claims of unfair competition.

Additionally, if the Court grants final approval, the State of California and the LWDA will be deemed to have released or waived the **"Released PAGA Claims"**: All claims for civil penalties under California Labor Code §§ 2698, *et seq.*, that were brought or could reasonably have been brought based on the same facts alleged in Plaintiffs' LWDA letter during the PAGA Period.

Option 2 – *Opt Out of the release of the Released Class Claims* If you do not wish to release any of the Class Released Claims, you may exclude yourself from the release by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement and do not wish to release the Class Released Claims. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent or fax, to the address or fax number below.

ILYM Group, Inc.
c/o ________________
Fax No.________________

The Request for Exclusion must be postmarked or faxed not later than _________, 2026. If you submit a Request for Exclusion which is not postmarked or faxed by __________, 2026, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will:

- Not release the Released Class Claims and will not receive a payment from the Class Fund.
- If you are a PAGA Member, you will still receive a payment from the PAGA Fund.

Option 3 – *Object to the Settlement* If you are a Class Member and you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Fairness Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed or faxed to the administrator at the mailing address or fax number ______________.

All written objections must be received by the administrator by not later than _____________ 2026. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for _________ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Alameda in Department 21 and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, and the Court overrules your objection, you will still be entitled to your share of the settlement money. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Maralle Messrelian
MM Law, APC
500 North Brand Blvd., Suite 2000
Glendale, CA 91203
Phone: (818) 810 -7747

The pleadings and all other records from this Action may be examined by inspecting the Court file at the Clerk's Office of the Alameda County Superior Court, located at 1221 Oak Street, Oakland, California 94612. You can also find the settlement agreement, by accessing the Court's website at *https://eportal.alameda.courts.ca.gov*.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.