PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT

This Private Attorneys General Act Agreement ("Agreement" or "Settlement") is made and entered into between JESUS HERNANDEZ (acting in his individual capacity and in a representative capacity as a private attorney general on behalf of Aggrieved Employees (defined below) and the State of California) ("Plaintiff" or "Hernandez") and ARTISAN BAKERS, a California Corporation ("Defendant" or "Artisan Bakers"). Plaintiff and Defendant are collectively referred to herein as the "Parties."

I. DEFINITIONS

The following terms, when used in this Agreement, shall have the following meanings:

1. "PAGA Action" means the matter entitled *JESUS HERNANDEZ V. ARTISAN BAKERS ET AL.*, SONOMA COUNTY SUPERIOR COURT, Case No. SCV-273104, and as set forth in Plaintiff's correspondence to the California Labor and Workforce Development Agency ("LWDA Letter") dated January 26, 2023.

2. "Aggrieved Employees" consist of all hourly nonexempt former and current employees of Defendant from February 13, 2022, through February 3, 2025 or the date of approval of the Settlement, whichever occurs first. The number of Aggrieved Employees, including Plaintiff, is estimated to be 690 and the number of pay periods from February 13, 2022 to February 3, 2025 or approval of the Settlement, whichever occurs first, is estimated to be thirteen thousand and sixty-three (13,063).

3. "PAGA Complaint" means the Representative Action Complaint *JESUS HERNANDEZ V. ARTISAN BAKERS ET AL.*, Sonoma County Superior Court, Case No. SCV-273104, filed on April 19, 2023.

4. "Agreement" means the Settlement Agreement of the PAGA Action as memorialized in this Agreement.

5. "Court" means the Superior Court of California for the County of Sonoma.

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

7. "Effective Date" of the release of the Released Claims and for purposes of funding the Settlement, is once the Court has (1) approved the Settlement terms, and (2) issues a Judgment in the action. The Parties agree that there is no right to opt-out or object to a PAGA Settlement. It is therefore the parties' intention that the Settlement shall be final at the time of Court Approval and Entry of Judgment.

8. "Judgment" means the final approval Order and judgment entered by the Superior Court of California, County of Sonoma in this PAGA Action.

9. "Individual PAGA Payment" means the amount to be paid to each Aggrieved Employee based on the formula described herein.

10. "Maximum Settlement Amount" is the non-reversionary sum of Three Hundred Thousand Dollars and Zero cents ($300,000.00), which represents the total amount payable under this Agreement by Defendant, including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment to the Settlement Administrator, and payment of Plaintiff's attorneys' fees and costs. Under no condition will Defendant's aggregate liability exceed the Maximum Settlement Amount. Plaintiff does not seek an enhancement award from the Maximum Settlement Amount.

11. "Net Settlement Amount" is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts (if approved by the Court) are subtracted from the Maximum Settlement Amount: (a) Plaintiff's attorneys' fees up to 33.3% of the Maximum Settlement Amount, currently estimated at One Hundred Thousand Dollars and Zero cents ($100,000.00); (b) Plaintiff's Counsel's costs up to Twenty Thousand Dollars ($20,000.00); and (c) the cost of a Settlement Administrator, estimated to be Seven Thousand Dollars and Zero Cents ($7,000.00).

12. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

13. "PAGA Period" means the time period from February 13, 2022, through February 3, 2025 or approval of the Settlement, whichever occurs first.

14. "PAGA Released Claims" means any and all claims under PAGA that are pled in the PAGA Action, or which could have been pled under the PAGA Action based on the factual allegations in the PAGA Complaint and Plaintiff's January 26, 2023 LWDA Letter that arose during the PAGA Period, including (i) all PAGA claims seeking civil penalties premised upon California Labor Code sections 201, 202, 203, 204, 210, 226, 226(a), 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, and 2800, 2802, et seq., California Industrial Commission Wage Orders, and (ii) all other claims for civil penalties recoverable under the Private Attorneys General Act, California Labor Code sections 2698 et seq., based on the facts or claims alleged in the PAGA Complaint and in the LWDA Letter at any time during the PAGA Period. The Aggrieved Employees may not opt out of the Released Claims.

15. "Parties" means Plaintiff JESUS HERNANDEZ and Defendants ARTISAN BAKERS and DANIEL W. GIRAUDO.

16. "Plaintiff" means Jesus Hernandez.

17. "Plaintiff's Counsel" means Justin Lo Esq. of Work Lawyers PC.

18. "Defendant" means Artisan Bakers.

19. "Individual Defendant" means Daniel W. Giraudo.

20. "Defendants" means Artisan Bakers and Daniel W. Giraudo.

21. "Defense Counsel" means Nathan W. Austin, Esq. and Keelia Lee, Esq. of Jackson Lewis P.C.

II. RECITALS

1. On January 26, 2023, Plaintiff provided written notice to the LWDA and Defendants asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of the California Labor Code described in the PAGA Action.

2. On April 19, 2023, Plaintiff and his counsel filed the PAGA Complaint. In his PAGA Complaint, Plaintiff alleges one cause of action under PAGA for the following alleged violations: (1) failure to provide meal and rest periods; (2) failure to provide complete and accurate wage statements in violation of Labor Code Section 226; (3) failure to pay overtime; (4) failure to pay minimum wages; (5) failure to timely pay wages during employment; (6) failure to pay all wages due to discharged and quitting employees in violation of Labor Code 201, 202 and 203, and (7) failure to reimburse business expenses in violation of Labor Code Section 2802. Plaintiff did not allege any other claims or causes of action arising out of his employment with Defendant.

3. The Parties have conducted a thorough investigation into the facts of the PAGA Action. This included exchanging extensive data and information as well as documents relating to the underlying alleged violations.

4. On December 5, 2024, the Parties participated in mediation with mediator Kelly Knight, Esq. and a resolution was reached. With the aid of the mediator, the Parties agreed to fully and finally resolve the PAGA Action as to Plaintiff and Aggrieved Employees.

III. OPERATIVE TERMS OF THE SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission**. Nothing in this Agreement shall be construed to be an admission by Plaintiff that his claims do not have merit or by Defendants of any liability or wrongdoing as to Plaintiff, Aggrieved Employees or any other person, and Defendants specifically disclaim any such liability or wrongdoing. The Parties have entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Agreement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Funding of Maximum Settlement Amount**. Defendant shall pay Three Hundred Thousand Dollars and Zero cents ($300,000.00), as the non-reversionary Maximum Settlement Amount. Defendant will not pay more than the Maximum Settlement Amount.

(a) Funding shall be due based on the Effective Date and there shall be no further waiting periods given that there is no right to appeal. Defendant will fund the Settlement in four equal installments: (1) the first installment shall be due no later ten (10) days following execution of this Agreement; (2) the second installment shall be due six months after March 5, 2025; (3) the third installment shall be due 12 months after March 5, 2025; and (4) the fourth installment shall be due 18 months after March 5, 2025. These installment payments shall be held by the Settlement Administrator in escrow.

(b) Subject to the terms and conditions in subsection (a) above, failure to timely tender payment to the Settlement Administrator once appointed will be deemed a breach of this

Agreement. In the event of a breach of the funding timeline set forth in Section III(2)(a), the Settlement Administrator shall notify Defense Counsel within seventy-two (72) hours of the breach. Defendant shall have five business days to cure the breach. The Parties agree the Court shall retain jurisdiction to enforce this Agreement pursuant to CCP § 664.6.

3. **Escalator Clause**. The Parties agree that the following Escalator Clause will not take effect unless, if, as of the PAGA Period, the total pay periods worked by Aggrieved Employees are more than 10% of the estimated total pay periods of 13,063 (which is 14,370 pay periods or more). If the Aggrieved Employees worked 14,370 or more pay periods during the PAGA Period, Defendant shall have the option of either: (a) increasing the Maximum Settlement Amount pro rata for every additional pay period worked by the Aggrieved Employees above that 10% threshold, or (b) ending the PAGA Period on the date that the number of pay periods worked by the Aggrieved Employees equals that threshold, in which case no adjustment to the Maximum Settlement Amount shall be made. In the event the Defendant elects to exercise provision (a) of this section, the amount per each pay period over 14,370 will be $22.96 ($300,000.00 / 13,063 pay periods). Defendant shall inform Plaintiff of its election within seven (7) days of being provided with the Settlement Administrator's final pay periods calculation for the Aggrieved Employees.

4. **Plaintiff's Attorneys' Fees and Costs**. Defendant will not oppose Plaintiff's request for attorneys' fees in the amount up to one third of the Maximum Settlement Amount (estimated to be $100,000) and costs incurred in prosecuting this PAGA Action (estimated to be up to $20,000.00). In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount (although Plaintiff may appeal an order granting less than the full amount sought for attorneys' fees and costs). The Settlement Administrator will report these payments on IRS Form 1099 issued to Plaintiff's Counsel.

5. **Allocation of Net Settlement Amount**. The Net Settlement Amount shall be designated as "2699 Civil Penalties" and shall be distributed 75% to the LWDA and 25% to Aggrieved Employees, pursuant to Lab. Code § 2699(i). The 25% portion to be paid to Aggrieved Employees shall be paid to all Aggrieved Employees pro rata based on the number of pay periods worked by each Aggrieved Employee during the PAGA Period.

6. **Representative PAGA Release**. In his capacity as a private attorney general or "aggrieved employee" acting on behalf of himself, the State of California and Aggrieved Employees, Plaintiff hereby releases (i) Defendants Artisan Bakers and Daniel W. Giraudo and (ii) each of their respective past, present and future parents, subsidiaries, and affiliates including, without limitation, any corporation, limited liability company, or partnership; (iii) the past, present and future owners, shareholders, directors, officers, agents, employees, attorneys, insurers, reinsurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing (collectively "Released Parties") from any and all of the PAGA Released Claims that arose during the PAGA Period. The PAGA Released Claims do not include any claims that cannot be released as a matter of law.

7. **PAGA Released Claims**. Plaintiff agrees that upon entry of an Order approving the Agreement, all Aggrieved Employees will release any and all PAGA Released Claims against the Released Parties that arose during the PAGA Period. Upon entry of the Order approving the

Agreement and/or judgment entered thereon, Plaintiff and all Aggrieved Employees will be forever barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against the Released Parties.

8. **Covenants and Representations by Plaintiff and Plaintiff's Counsel**.

a. Plaintiff represents and warrants that he has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Agreement.

b. Plaintiff acknowledges that he has read this Agreement, that he fully understands his rights, privileges and duties under the Agreement, and enters into this Agreement freely and voluntarily. Plaintiff further acknowledges that he had the opportunity to consult with his attorneys to explain the terms of this Agreement and the consequences of signing this Agreement.

9. **Confidentiality**. Except as provided below, and excepting to the extent necessary to effectuate the Agreement or as required by court or legal process, Plaintiff and Plaintiff's Counsel will keep the terms of this Agreement confidential. Neither Plaintiff nor Plaintiff's Counsel shall issue a press release, hold a press conference, publish information about the Agreement on any website or through any social media or otherwise publicize the Agreement or communicate its terms in public or in private, unless ordered by the Court. Notwithstanding the foregoing, Plaintiff and Plaintiff's Counsel may tell the public in general only that certain claims "have been resolved by the Parties."

To permit judicial review and approval of the PAGA Payment, as required by Labor Code § 2698, *et seq.*, Plaintiff's Counsel will file the Agreement with the Court and submit the Agreement to the LWDA as part of the Parties' request for Court approval of the Agreement, per Lab. Code § 2699(l)(2).

10. **Motion or Application for Approval of Settlement and Judgment**. As part of the Motion to approve the Agreement, Plaintiff shall submit a proposed order and/or judgment which enters judgment in the PAGA Action ("Order Granting Approval of PAGA Settlement") in accordance with the terms of the Agreement and retains jurisdiction over the PAGA Action for the purpose of enforcing the terms of the Agreement following approval of the Agreement. This Agreement is expressly conditioned upon the Court approving this Agreement and entering judgment as set forth herein. The Parties waive their right to appeal and agree that the judgment will become final upon entry by the Court. The judgment will not release or bar any claims other than the PAGA Released Claims as to Plaintiff and Aggrieved Employees.

IV. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

1. **Plaintiff's Responsibilities.** Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operational procedures for protecting the security of Aggrieved Employee data; amounts of insurance coverage for any data

breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, or Plaintiff's Counsel or Defense Counsel; (iii) a signed declaration from Plaintiff's Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), PAGA Complaint (Lab. Code, 2699, subd.(l)(1)), and this Agreement (Lab. Code, 2699, subd. (i)(2)).

V. <u>ADMINISTRATION OF SETTLEMENT</u>

1. **<u>Settlement Administrator</u>**. The Parties agree that Phoenix Settlement Administrators will manage the administration of this Settlement ("Settlement Administrator").

2. **<u>Provision of Information for Aggrieved Employees</u>**. Defendant will in good faith compile from its records a list of Aggrieved Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and shall include each Aggrieved Employee's full name, last known mailing address, last known telephone number, total pay periods worked during the PAGA Period, and Social Security numbers. The list shall also include the sum total of all pay periods worked by Aggrieved Employees during the PAGA Period.

Within fifteen (15) business days of the Court's approval of the Settlement, Defendant will circulate the spreadsheet to the Settlement Administrator for purposes of calculating Individual PAGA Payments and mailing.

3. **<u>Explanatory Letter and Individual PAGA Payments</u>**. The Settlement Administrator will include copies of the explanatory letter, which will be mutually approved by the Parties, along with Individual PAGA Payments to all Aggrieved Employees via regular First-Class U.S. Mail. The explanatory letter and Individual PAGA Payments will be mailed to Aggrieved Employees by the Settlement Administrator within fifteen (15) business days after Defendant's funding and payment of the entirety of the Maximum Settlement Amount and after receipt of a spreadsheet from the Defendant with sufficient information to allow payments to be made. The Administrator will perform an NCOA check prior to mailing the Notice and individual settlement payments to the Aggrieved Employees.

The amount to be received by each Aggrieved Employee, will be based on the formula set forth in Section III.5., *supra*. Checks will remain negotiable for 180 days. Each Individual PAGA Payment shall be deemed civil penalties and interest and reported using IRS Form 1099.

4. **<u>Undeliverable Notices</u>**.

In the event of returned or non-deliverable letter and Individual PAGA Payments, the Settlement Administrator will make reasonable efforts to locate Aggrieved Employees and re-send the letters and Individual PAGA Payments. The Settlement Administrator will promptly, and not later than five calendar days from receipt of the returned packet and payment, search for a more current address for the Aggrieved Employee using reasonable and cost-effective skip trace methods, and re-mail the letter and Individual PAGA Payment to the Aggrieved Employee. The Settlement Administrator will use the Aggrieved Employee's data and otherwise work with Defendant to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, as agreed to with Plaintiff's Counsel and according to the following deadlines, to trace the mailing address of any Aggrieved Employee for whom a letter or Individual PAGA Payment is returned by the U.S. Postal Service as undeliverable. These reasonable steps will include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Aggrieved Employees for whom new addresses are found. If the letter and Individual PAGA Payment is re-mailed, the Settlement Administrator will note for its own records and notify Plaintiff's Counsel and Defendant's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.

Defendant fully discharges its obligations to those Aggrieved Employees to whom it will pay Individual PAGA Payments, regardless of whether such checks are actually received and/or negotiated by Aggrieved Employees. Funds represented by checks returned as undeliverable after a re-mailing, and funds represented by checks remaining un-cashed for more than 180 days after issuance, will be tendered to the California Department of Industrial Relations – Unclaimed Wage Fund in the names of the Aggrieved Employees to whom the checks were issued.

5. **Payment of Remainder**. Within fifteen (15) business days after Defendant's funding and payment of the entirety of the Maximum Settlement Amount, the Settlement Administrator will distribute the following additional payments: (1) the 75% share of 2699 Civil Penalties to the LWDA; (2) Court-approved attorneys' fees and costs to Plaintiff's Counsel; and (3) Court-approved settlement administration costs to the Settlement Administrator.

6. **Accounting**. Within five (5) business days after mailing the Individual PAGA Payments and the additional payments to the LWDA. Plaintiff's Counsel, and the Settlement Administrator, the Settlement Administrator will provide an accounting under oath to Plaintiff's Counsel and to Defendants' counsel of the amounts paid from the Settlement.

7. **Tax Consequences**. Individual PAGA Payments made under this Agreement will be attributed 100% as penalties and interest and paid via IRS Form 1099 issued to each Aggrieved Employee. Neither Plaintiff nor Defendant, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Agreement. The Settlement Administrator will be responsible for reporting payments made to Aggrieved Employees and for issuing the appropriate IRS Forms 1099.

V. MISCELLANEOUS PROVISIONS

1. **Drafting**. The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Plaintiff nor Defendants shall be considered the "drafter" of this Agreement for purposes of having terms construed against that Party.

2. **Successors**. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors.

3. **Costs and Fees**. The Parties shall each bear their own costs, attorneys' fees, mediator fees and other fees incurred in connection with this Agreement and the PAGA Action, except as specifically set forth in Section V.15.

4. **Governing Law**. This Agreement shall be construed under and governed by the laws of the State of California. All questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Agreement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Agreement, it shall be brought in the State of California.

5. **Complete Agreement**. The Parties each acknowledge and represent that no promise or representation relating to the subject of this Agreement not contained in this Agreement has been made to them and acknowledge and represent that this Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and Agreement of the PAGA Released Claims. This Agreement cannot be amended or modified except by a writing signed by the Parties hereto.

6. **Nullification of Agreement**. In the event that: (i) the Court does not approve the Agreement as provided herein; or (ii) the Agreement does not become final for any other reason, then this Agreement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

7. **Judgment and Continued Jurisdiction**. After approval of this Agreement, the Court will have continuing jurisdiction under CCP 664.6 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Agreement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Agreement.

8. **Amendment or Modification**. This Agreement may be amended or modified only by a written instrument, signed by all the Parties.

9. **Authorization to Enter into Agreement**. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.

10. **Execution and Counterparts**. This Agreement is subject to the execution of all Parties. However, the Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

11. **Acknowledgement that the Settlement is Fair and Reasonable**. The Parties believe this Agreement is a fair, adequate and reasonable settlement of the PAGA Action, and have arrived at this Agreement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this

Agreement.

12. **Invalidity of Any Provision**. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable.

13. **Severability**. If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the enforceability or validation of the term or provision.

14. **Waiver**. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

15. **Enforcement Action**. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, 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.

17. **Representation by Counsel**. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and this Agreement has been executed with the consent and advice of counsel and reviewed in full.

18. **Cooperation and Execution of Necessary Documents**. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement.

19. **Binding Agreement**. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

20. **Denial of Liability**. The Parties expressly recognize that the making of this Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this PAGA Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Agreement may be used in any

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Court proceeding that has as its purpose the interpretation, implementation or enforcement of the Agreement or any orders or judgments of the Court entered into in connection therewith.

21. **Interim Stay of Proceedings**. The Parties agree to stay all proceedings, including all formal and informal discovery proceedings, in the PAGA Action, except such proceedings necessary to implement and complete the Settlement, pending the Court's approval of the Settlement. Plaintiff's Counsel further agrees not to initiate communication, oral and written, with the Released Parties' current employees, except as necessary to effectuate the approval of the Settlement.

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Agreement, accept and agree to the provisions contained in this Agreement and hereby execute it voluntarily and with full understanding of its consequences.

Dated: ______________ **JESUS HERNANDEZ** (Plaintiff)

____
JESUS HERNANDEZ

Dated: 4/25/2025 **ARTISAN BAKERS** (Defendant)

William R. Dozier
____
By: William R. Dozier
Its: Chief Financial Officer

Approved as to Form:

Dated: ______________ **WORK LAWYERS PC**

____
Justin Lo

Dated: 5/20/2025 **JACKSON LEWIS P.C.**

Nathan W. Austin
____
Nathan W. Austin

Court proceeding that has as its purpose the interpretation, implementation or enforcement of the Agreement or any orders or judgments of the Court entered into in connection therewith.

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IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Agreement, accept and agree to the provisions contained in this Agreement and hereby execute it voluntarily and with full understanding of its consequences.

Dated: 5/16/2025

JESUS HERNANDEZ (Plaintiff)

DocuSigned by:

[redacted]

JESUS HERNANDEZ

Dated: ________________

ARTISAN BAKERS (Defendant)

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By: ________

Its: Chief Financial Officer

Approved as to Form:

Dated: 5/13/2025

WORK LAWYERS PC

DocuSigned by:

Justin Lo

[redacted]

Justin Lo

Dated: ________________

JACKSON LEWIS P.C.

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Nathan W. Austin