

CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND RELEASE AGREEMENT

This Class Action and Private Attorneys General Act Settlement and Release Agreement (“**Agreement**,” “**Settlement Agreement**” or “**Settlement**”) is entered into by Plaintiff Sonia Chavez (“**Plaintiff**”), on behalf of herself, the State of California Labor and Workforce Development Agency (“**LWDA**”), and those Plaintiff seeks to represent, on the one hand, and, on the other hand, Saputo Cheese USA, Inc. (“**Defendant**”). For purposes of this Agreement, Plaintiff and Defendant are collectively referred to as the “**Parties**.”

By way of this Agreement, the Parties seek to settle all of the individual, class, and California Private Attorneys General Act (“**PAGA**”) representative claims asserted in the following actions, entitled *Sonia Chavez v. Saputo Cheese USA, Inc.*, United States District Court for the Eastern District of California, Case No. 2:25-cv-03285-DJC-CKD (the “**Federal Class Action**”), and *Sonia Chavez v. Saputo Cheese USA, Inc.*, Stanislaus County Superior Court Case No. CV-25-011575 (the “**State PAGA Action**” and, collectively with the Federal Class Action, the “**Actions**”). The Parties expressly acknowledge that this Agreement is entered into solely for the purpose of compromising disputed legal and factual issues and that nothing in this Settlement Agreement is an admission of liability or wrongdoing by Defendant.

RECITALS

The Federal Class Action and the State PAGA Action

1. On September 22, 2025, Plaintiff filed a putative class action against Defendant in the Stanislaus County Superior Court, which Defendant subsequently removed to the United States District Court for the Eastern District of California, bearing Case No. 2:25-cv-03285-DJC-CKD, where it remains pending. In the Federal Class Action, Plaintiff alleges claims for violations of California laws pertaining to minimum wages, overtime, meal periods, rest breaks, business expense reimbursement, timely payment of final wages, wage statements, and unfair business practices. Plaintiff seeks to represent current and former California hourly-paid, non-exempt employees of Defendant during the statutory period.
2. Plaintiff filed a PAGA notice with the California Labor and Workforce Development Agency (“**LWDA**”) on September 20, 2025. Plaintiff subsequently filed a PAGA representative action on November 24, 2025, against Defendant in the Stanislaus County Superior Court, bearing Case No. CV-25-011575, asserting claims for civil penalties under PAGA based on alleged violations of the California Labor Code, applicable Wage Orders, regulations, and other provisions of law. Saputo removed the action to the Eastern District of California on January 20, 2026 (Case No. 2:26-cv-00165-DJC-JDP), and the parties subsequently stipulated to a remand of the State PAGA Action back to state court, where it is currently pending in the Stanislaus County Superior Court

The Parties’ Successful Mediation Efforts

3. On July 14, 2026, the Parties to the Actions attended a private mediation with mediator Steve Rottman, a mediator with extensive experience in wage and hour, class and representative action litigation. The Parties reached a settlement of the Actions at the mediation and

subsequently executed a Memorandum of Understanding which was fully executed on July 15, 2026.

4. **Class Counsel's Investigation.** Moon Law Group, PC ("Class Counsel"), counsel for Plaintiff, the Class Members (defined below), and the PAGA Group Members (defined below), conducted a formal and informal investigation into the facts and allegations of the Actions, including an extensive review of produced documents and data. In particular, Class Counsel made informal discovery requests in advance of mediation, and reviewed and analyzed documents produced in response to such requests, including Plaintiff's personnel information, Saputo's written policies relating to the claims asserted in the Actions, a twenty-percent sampling of time records and payroll data for the Class (defined below), and other data reflecting the pay periods and workweeks worked by Class Members during the relevant time period. Class Counsel also investigated the claims against Defendant in the Actions and analyzed applicable defenses raised by Defendant.
5. **Class Counsel's Evaluation.** Class Counsel believes that the Settlement documented by this Agreement is fair, reasonable, and adequate, and in the best interest of the Class Members and PAGA Group based on all known facts and circumstances, including the risk of significant delay, defenses asserted to the merits of the Actions, defenses asserted to class certification and the PAGA representative action, as well as defenses to the overall issue of liability and damages, and potential appellate issues.
6. **The Parties stipulate to the certification of this Settlement Class solely for purposes of this Agreement.** The Parties stipulate to certify the Class described herein for settlement purposes only. The Parties' stipulation to class certification is contingent upon the preliminary and final approval and certification of the Settlement Class only for purposes of this Agreement. Should this Agreement not become final or not be approved by the Court, for whatever reason, the fact that the Parties were willing to stipulate provisionally to class certification as part of the Agreement shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context in the Actions. Defendant does not waive, and instead expressly reserves, its rights to challenge the propriety of class certification or representative treatment for any purpose should the Court not approve this Agreement.
7. **Coordination of the Federal Class and State PAGA Actions.** For settlement purposes only, the Parties have agreed to seek a stay of the Federal Class Action while Plaintiff files an amended complaint in the pending State PAGA Action, which will include the factual allegations and claims asserted in the Federal Class Action and all claims from the original complaint in the PAGA Action as well as all claims asserted in Plaintiff's LWDA letter. The amended complaint will serve as the operative pleading for purposes of seeking approval of the Parties' class and representative action settlement in the Stanislaus County Superior Court. Following final approval of the settlement and satisfaction of the Judgment, Plaintiff will dismiss the Federal Class Action.
8. **The Parties' Agreement to Cooperate and Execute Necessary Documents.** The Parties agree to cooperate and to take all steps reasonably necessary and appropriate to effectuate the terms of this Agreement, including to obtain a preliminary approval order and Final Approval

Order of this Settlement, to obtain entry of judgment and/or dispose of the Actions and claims of Class Members and aggrieved employees consistent with this Agreement, and to have Defendant timely provide the Class Data (defined below) and fund the Gross Settlement Amount.

NOW THEREFORE, in consideration of the recitals listed above and the promises, releases, and warranties set forth below, and with the Parties' intent to be legally bound and to acknowledge the sufficiency of the consideration and undertakings set forth herein, Plaintiff, individually and on behalf of the Class Members, the PAGA Group, and the State of California LWDA, on the one hand, and Defendant, on the other hand, agree that the Actions shall be and are finally and fully compromised and settled as to the Released Parties, on the terms and conditions set forth herein, subject to Court approval:

AGREEMENT

I. DEFINITIONS

- A. Class Definition: "**Class**," "**Settlement Class**", or "**Class Members**" means all current and former employees of Defendant who worked for Defendant in California in an hourly-paid, non-exempt position at any time during the Class Period and whose claims are not fully covered by a prior release of claims. Individuals who meet the foregoing criteria are referred to herein individually as "**Class Member**" or collectively as "**Class Members**."
- B. "**Class Period**" for purposes of settlement means from September 22, 2021 through the earlier of preliminary approval of this Settlement or October 14, 2026. Excluded from the Class Period are workweeks that are fully covered by prior releases in: (i) *Vasquez v. Saputo Cheese USA, Inc.*, Tulare County Superior Court Case No. VCU282978 (the "**Vasquez Settlement**"), which covers workweeks through and including March 30, 2023 with respect to all California non-exempt employees of Defendant; and (ii) *Martinez et al. v. Saputo Dairy Foods USA, LLC*, Tulare County Superior Court Case No. VCU294960 (the "**Martinez Settlement**"), which covers workweeks through and including December 31, 2023 with respect to all non-exempt employees of Saputo employed in California at either of the legacy SDF facilities located at 605 N. J Street, Tulare, CA 93274 and/or 299 5th Avenue, Gustine, CA 95322.
- C. "**Class Counsel**" means Kane Moon, Allen Feghali, and Charlotte Mikat-Stevens of Moon Law Group, PC.
- D. The "**Court**" shall mean, for purposes of this Agreement, the Stanislaus County Superior Court in which the State PAGA Action is pending and in which the Parties will seek preliminary and final approval of the Settlement, as contemplated herein.
- E. "**Effective Date**". The "**Effective Date**" of the Settlement shall be the date on which all of the following events described in this paragraph have occurred: (a) the Court in the State PAGA Action has conducted the Final Settlement Approval Hearing and fully and finally approved all material terms of this Agreement; (b) the

Court in the State PAGA Action enters the Final Approval Order granting final approval of this Agreement; (c) the Court in the State PAGA Action enters a Judgment, and the time period to appeal the Judgment has been exhausted without any appeals having been filed; (d) to the extent any timely appeal was filed, all such appeals have been voluntarily or involuntarily dismissed, or the appropriate appellate court or appellate courts have entered a final judgment affirming the Final Approval Order without material modification and the final judgment is no longer subject to any further appellate challenge or procedure; and (e) the Federal Class Action has been dismissed without prejudice.

- F. **“Final Approval Order”** refers to the order by the Court finally approving the Settlement following the Final Settlement Approval Hearing.
- G. **PAGA Group and PAGA Period: “PAGA Group,”** or **“PAGA Group Members”** means all current and former employees of Defendant who worked for Defendant in California in an hourly-paid, non-exempt position at any time between September 20, 2024 and the earlier of preliminary approval of this Settlement or October 14, 2026 (**“PAGA Period”**). For the avoidance of doubt, no opt-out rights apply to the settlement of the PAGA claims under this Agreement.
- H. **“Settlement Administrator”** refers to ILYM Group, Inc., (**“ILYM”**), the mutually agreeable third-party administrator selected by the Parties, subject to Court approval, to perform the notice, settlement administration, and distribution of payment functions further described in this Agreement. The Settlement Administrator shall establish a Qualified Settlement Fund (QSF) pursuant to U.S. Treasury Regulation Section 468B-1 for purposes of administering the Settlement.

II. PROVISIONAL APPROVAL OF THIS AGREEMENT

- A. Upon execution of this Agreement, the Parties shall take the following actions:
 - 1. The Parties will file a joint stipulation in the Federal Class Action requesting that the court enter a stay of all proceedings pending settlement approval and set a status conference for no earlier than 180 calendar days from the date of mediation.
 - 2. The Parties will file a joint stipulation requesting that the Court in the State PAGA Action grant a lift of stay for purposes of settlement approval and leave to file a Second Amended Complaint which will include the factual allegations and claims asserted in the Federal Class Action and add all claims from the original complaint in the State PAGA Action as well as all claims asserted in Plaintiff’s LWDA letter (the **“Operative Complaint”**).
 - 3. Class Counsel will prepare the drafts of the stipulations and amended pleading described in Sections II(A)(1) and (2). The stipulations filed in both Actions will provide that, in the event the Court does not grant final approval of this Agreement, the Parties will return to the status quo that existed before the Parties signed the Agreement, and the operative

complaint in each lawsuit shall be the First Amended Complaint filed in the State PAGA Action and the initial complaint filed in the Federal Class Action. In the event the Court does not approve the Parties' procedural stipulation(s) as described in Sections II(A)(1) and (2), the Parties agree to meet and confer in good faith and take all necessary steps to accomplish the intent of Sections II(A)(1) and (2), and effectuate settlement.

4. Class Counsel will prepare a motion requesting that the Court enter a preliminary approval order preliminarily approving the proposed settlement, certifying the Class for settlement purposes only, approving the form of notice and authorizing the mailing of notice to Class Members in English and Spanish, designating Class Counsel (as defined above) as Class Counsel for purposes of settlement approval and Plaintiff as the Class Representative, appointing a settlement administrator, and setting a date for the final approval hearing. Class Counsel shall provide counsel for Defendant with a draft of the preliminary approval motion and supporting papers for review and opportunity to provide comments at least fourteen (14) calendar days prior to the filing of the motion for preliminary approval. Class Counsel shall not file a motion for preliminary settlement approval without first confirming with counsel for Defendant that Defendant has no objection to any matters stated within the preliminary approval papers. The Parties shall jointly prepare the proposed Preliminary Approval Order and proposed Class Notice, and Class Counsel shall submit them in the form mutually agreed to by the Parties. The motion for preliminary settlement approval shall not be filed until after the Parties have completed the actions set forth in Sections II(A)(1) and (2) above and the Court has approved the pleadings and stipulations contemplated in that Paragraph. The proposed preliminary approval order shall include all of the following:
 - a) Preliminarily certifying, for settlement purposes only, a Class comprising the Class Members;
 - b) Preliminarily appointing, for settlement purposes only, Class Counsel;
 - c) Preliminarily appointing, for settlement purposes only, Plaintiff, as the class representative;
 - d) Appointing and approving the mutually agreeable Settlement Administrator selected by the Parties;
 - e) Provisionally approving all terms of this Agreement and finding that such terms are sufficient to warrant sending notice of settlement to Class Members;

- f) Approving the form and content of the Notice of Proposed Settlement and Final Settlement Approval Hearing (the “**Class Notice**”);
- g) Authorizing the mailing of the Class Notice to the Class Members; and
- h) Scheduling a hearing, to occur within a reasonable period after the Response Deadline (defined below) has expired, in which the Court will hear Plaintiff’s motion requesting the Court to fully and finally approve this Agreement and the Settlement herein, and enter judgment (the “**Final Settlement Approval Hearing**”).

Defendant does not intend to oppose Plaintiff’s Motion for Preliminary Approval provided such motion and supporting papers are consistent with the terms of this Agreement.

- B. **Notice of Settlement to Appropriate Government Officials.** Pursuant to California Labor Code section 2699(s)(2), Class Counsel will provide to the LWDA all required notices and documents to facilitate approval of the settlement in accordance with PAGA, including submitting to the LWDA a copy of the proposed settlement at the same time that it is submitted to the Court, a copy of the Court’s judgment, copies of any other orders that award or deny penalties, and a copy of the Operative Complaint.

This Agreement is contingent upon entry of the Final Approval Order by the Court that is consistent with the terms and conditions specified in this Agreement. However, the Parties agree and acknowledge that the Court may condition the Final Approval Order on modification of this Agreement, which shall not be the basis for nullifying and voiding the Settlement unless the required modification is material, including any modification to the Gross Settlement Amount or release provisions of this Agreement, and the Parties have exhausted all efforts to address the Court’s concerns as necessary to obtain final approval. The Court’s decision to award less than the amounts requested for the Incentive Award, Class Counsel Attorneys’ Fees, Class Counsel Litigation Costs and/or Settlement Administration Costs shall not constitute a material modification to the Agreement within the meaning of this paragraph. This Agreement shall become null and void in the event the Court for any reason refuses to enter the orders specified in Sections II(A)(2) and (4) after all opportunities granted by the Court to the Parties for amendment have been exhausted. In the event the Court for any reason refuses to enter such orders, the Parties agree to cooperate in good faith to resolve any issues addressed by the Court, and exhaust all possible solutions to obtain the Court’s approval. If the Parties cannot agree on how to address issues raised by the Court to obtain approval of this Agreement or the relief specified in this Section II, then they will seek the assistance of the mediator for resolution.

III. ALLOCATION OF GROSS SETTLEMENT AMOUNT

- A. The following are material conditions to be satisfied before and as a condition to payment of the Gross Settlement Amount (defined below):
 - 1. Execution of this Agreement by all signatories.

2. The Court has conducted a Final Settlement Approval Hearing and fully and finally approved all material terms of this Agreement.
3. A Final Approval Order and judgment including all of the provisions identified in Section X(A)(3) is entered by the Court and the Effective Date (defined in Section I(E)) has passed.
4. The Federal Class Action has been dismissed without prejudice as described in Section X.

B. **Gross Settlement Amount.** “**Gross Settlement Amount**” means the maximum settlement amount of Two Million Five Hundred Thousand Dollars (\$2,500,000.00), subject to potential increase under Section XIII below (the “**Gross Settlement Amount**”), to be paid by Defendant on the condition that all of the material conditions set forth above in Section III(A) have occurred, in full satisfaction of all claims released under this Agreement, and includes all individual payments to Class Members and PAGA Group Members, the Incentive Award to Plaintiff, payment to the LWDA, Attorneys’ Fees and Costs to Class Counsel, and payment of settlement administration fees and costs to the Settlement Administrator. Defendant shall be separately responsible for employer-side payroll taxes owed on Individual Class Payments (including, without limitation, FUTA, SUTA and the employer portion of FICA, Medicare and any applicable state or local employment taxes), which shall not be paid from the Gross Settlement Amount. The Parties agree that, subject to this paragraph and Section XIII, under no circumstances shall Defendant be obligated to pay any amount over the Gross Settlement Amount under the terms of this Agreement except as provided for in this Agreement. This Settlement shall be all-in, non-reversionary, and non-claims-made. None of the Gross Settlement Amount will revert to Defendant. Neither the Court nor the Settlement Administrator shall have any power to increase the Gross Settlement Amount or depart from the express terms of this Agreement.

C. **PAGA Penalties.** The Parties agree that Defendant will pay a total of Two Hundred Fifty Thousand Dollars (\$250,000.00) to PAGA Group Members and the California Labor and Workforce Development Agency (LWDA) from the Gross Settlement Amount in full satisfaction of all claims for PAGA civil penalties (“**PAGA Settlement Amount**”). Sixty-Five Percent (65%) of the PAGA Settlement Amount (i.e. \$162,500.00) will be paid to the LWDA (the “**LWDA Payment**”), and the remaining Thirty-Five Percent (35%) (i.e. \$87,500.00) will be paid to all PAGA Group Members (“**PAGA Group Payment**”). The 35% to be paid to PAGA Group Members shall be distributed based on the number of pay periods worked by that PAGA Group Member in a non-exempt California position during the PAGA Period compared to the aggregate number of pay periods in which all PAGA Group Members worked during the PAGA Period, excluding pay periods during which a PAGA Group Member was on a leave of absence, did not record productive hours, or worked in a non-covered position, in accordance with the methodology set forth in Section VIII(E) herein. All PAGA Group Members will receive at least a minimum Individual PAGA Payment equivalent to the figure paid to those PAGA

Group Members who worked in one pay period during the PAGA Period. The Settlement is not contingent upon approval of the full amount of the requested PAGA Settlement Amount, and if the Court approves a lesser amount than requested, the Net Settlement Amount (defined below) to be distributed to the Class Members will be adjusted accordingly.

- D. **Incentive Award.** From the Gross Settlement Amount, up to \$15,000.00 will be allocated to Plaintiff in consideration for her time and effort expended in pursuing the litigation and work undertaken on behalf of the class, and in consideration of her obligations under this Agreement (“**Incentive Award**”). The Incentive Award is in addition to any Individual Class Payment Plaintiff is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff’s request for an Incentive Award that does not exceed this amount. If the Court approves an Incentive Award less than the amount requested, the Settlement Administrator will retain the remainder in the Net Settlement Amount (defined below). Plaintiff agrees that the Settlement Administrator will not withhold any taxes from the Incentive Award, and will issue a Form 1099 or other appropriate tax form consistent with the classification of the Incentive Award. Plaintiff acknowledges and agrees that Defendant and its counsel have made no representations regarding the proper tax treatment of the Incentive Award. Plaintiff agrees, covenants, and represents that Plaintiff shall be solely responsible for paying any taxes and penalties payable on the Incentive Award and that Plaintiff shall defend, indemnify, and hold Defendant and the Released Parties (defined below) harmless from any claims, demands, actions, causes of action, losses, costs, attorneys’ fees, penalties, or expenses arising from any classification of the Incentive Award as taxable income.
- E. **Attorneys’ Fees and Costs.** “**Attorneys’ Fees and Costs**” means the amount allocated to Class Counsel for the work performed in furtherance of the Actions and for reimbursement of litigation expenses incurred to prosecute the Actions. Subject to Court approval, the following payments are to be made from the Gross Settlement Amount to Class Counsel: (i) attorneys’ fees actually awarded by the Court in an amount not to exceed one-third (1/3) of the Gross Settlement Amount, currently estimated to be \$833,333.33 and subject to potential increase under the escalator clause in Section XIII (“**Attorneys’ Fees**”); and (ii) Plaintiff’s actual, reasonable, and verified out-of-pocket litigation costs and expenses actually awarded by the Court (“**Litigation Costs**”) in an amount not-to-exceed \$35,000.00. Defendant will not oppose requests for these payments provided that the Attorneys’ Fees do not exceed one-third (1/3) of the Gross Settlement Amount and the Litigation Costs are actual, reasonable, and verified. If the Court approves Attorneys’ Fees and/or Litigation Costs less than the amounts requested, the Settlement Administrator will allocate the remainder to the Net Settlement Amount. The Settlement Administrator will issue one or more IRS 1099 Forms in connection with the payment of the Attorneys’ Fees and Litigation Costs.
- F. **Settlement Administration Costs.** The costs of the Settlement Administrator, including those costs incurred in mailing the Class Notice to the Class Members as required by this Agreement, will be paid from the Gross Settlement Amount and

shall not exceed \$16,950.00 based on a written bid received from the Settlement Administrator obtained by the Parties. All disputes relating to the Settlement Administrator's performance of its duties, after good-faith efforts by the Parties to first resolve such disputes, will be referred to the Court, if necessary. To the extent the Settlement Administration Costs are less or the Court approves payment less than \$16,950.00, the Settlement Administrator will retain the remainder in the Net Settlement Amount for distribution to the Participating Class Members.

- G. **Payments to Participating Class Members.** The “**Net Settlement Amount**” means the portion of the Gross Settlement Amount remaining after subtracting the following payments, as approved by the Court: Attorneys’ Fees and Costs to Class Counsel, the Incentive Award to Plaintiff, payment to the Settlement Administrator for settlement administration fees and costs, and the PAGA Settlement Amount. The Net Settlement Amount will be distributed to “**Participating Class Members**” (i.e., those Class Members who do not submit valid Requests for Exclusion). Class Members who do not opt out will be entitled to their pro rata share of the Net Settlement Amount (“**Individual Class Payment**”), calculated in accordance with the formula set forth in Section VIII(D).

IV. SETTLEMENT ADMINISTRATOR

- A. **Appointment of Settlement Administrator.** The Parties request that the Court appoint ILYM as Settlement Administrator. The Settlement Administrator will be responsible for the administration of the settlement terms set forth herein, and all related matters. Among other responsibilities, the Settlement Administrator will publish notice of the settlement to Class Members through the distribution of written notice to Class Members based on the list provided by Defendant, and issue to Class Members who do not opt out an IRS Form W-2 and IRS Form 1099 for all amounts paid under this settlement as appropriate, making all deductions and withholdings required under law. The Settlement Administrator will calculate and disburse all payments due under this Settlement Agreement. The Individual PAGA Payment paid to PAGA Group Members will be issued separately from the Individual Class Payment, if any. The Settlement Administrator will also mail a check for 65% of the PAGA Settlement Amount to the LWDA for settlement of the PAGA claim. The Settlement Administrator will also issue a 1099 form to Class Counsel for sums received under this Agreement as awarded by the Court. In addition, the Settlement Administrator will notify the Parties of timely and untimely Objections and requests for exclusion received; notify the Parties of any disputes by Class Members or PAGA Group Members of the number of Individual Workweeks and/or Individual PAGA Pay Periods and/or persons claiming to be Class Members and resolve any disputes resulting from same; make all other required settlement payments and tax remissions pursuant to the terms of this Agreement and as directed by the Court; and perform such other duties as are described in this Agreement and/or as are customarily performed by settlement administrators. Among its other duties as described in this Agreement, the Settlement Administrator shall provide counsel for the Parties with a weekly report showing the number of opt-outs and Objections received as well as declarations as

required by the approval process of this Settlement. The Parties agree to provide any reasonable information requested by the Settlement Administrator needed to effectively administer the settlement.

V. NOTICE OF SETTLEMENT TO CLASS MEMBERS AND PAGA GROUP MEMBERS

- A. **Class Data for Settlement Administrator.** Within **fourteen (14) calendar** days after entry of the Court's preliminary approval order that includes all of the provisions identified in Section II(A)(4), Defendant shall provide to the Settlement Administrator the following information for each Class Member and/or PAGA Group Member in a password-protected Microsoft Excel format: full name, last-known mailing address, Social Security number, dates of employment, number of Workweeks actually worked in the Class Period and not covered by a prior release of claims, and number of Individual PAGA Pay Periods actually worked in the PAGA Period ("**Class Data**").
 1. Within three (3) business days of receipt of the Class Data by the Settlement Administrator, the Settlement Administrator shall notify Class Counsel that the Class Data has been received and provide to Class Counsel, without revealing any confidential information (such as names, Social Security Numbers, contact information, or other personally identifiable information), the number of Class Members along with the total Workweeks worked by all Class Members and total PAGA Pay Periods worked by all PAGA Group Members.
- B. **Confidentiality Of Class Member Contact Information And Data.** The contact information is being provided confidentially, and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of contact information of the Class Members. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Agreement. The Settlement Administrator shall return the Class Data to Defendant or confirm its destruction upon completion of the Settlement Administrator's duties.
- C. **Mailing Of Class Notice.** The Settlement Administrator shall mail the Class Notice to Class Members **within fourteen (14) calendar days** of receiving the Class Data from Defendant. The Settlement Administrator shall send the Class Notice in English and Spanish via First Class U.S. Mail, using the most current, known mailing address for each Class Member and PAGA Group Member based on information provided by Defendant. Upon receipt of this information from Defendant, the Settlement Administrator shall perform a search based on the National Change of Address Database maintained by the United States Postal Service to update and correct any known or identifiable address changes.
- D. **Re-mailing Of Returned Notices.** Any mailing returned to the Settlement Administrator as undeliverable shall be sent **within three (3) business days** via

First Class U.S. Mail to the forwarding address affixed thereto, if applicable. If no forwarding address is provided, the Settlement Administrator shall attempt to determine the correct address again using a robust skip trace database to update and correct any known or identifiable address changes. Following this procedure, the Settlement Administrator shall perform a re-mailing via First Class U.S. Mail **within three (3) business days**. It shall be presumed that those Class Members whose re-mailed Class Notices are not returned to the Settlement Administrator as undeliverable within **thirty (30) calendar days** after re-mailing, actually received the Class Notice to the maximum extent permitted by law. The Settlement Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

- E. **Content Of The Notice Of Class Action Settlement.** The Class Notice shall be in the form mutually agreed to by the Parties and shall, among other things, inform Class Members of their right to decline to participate in the class action portion of the settlement established by this Agreement, so long as the Class Member submits to the Settlement Administrator a valid Request for Exclusion on or before the Response Deadline (defined below), accurately describe the scope of the release, provide all deadlines and material terms of the Settlement, provide Class Counsel's contact information, include a URL to a website maintained by the Settlement Administrator that has links to the Class Notice and the most important publicly filed documents in the case, and, for persons who wish to review the Court's docket, provide the URL for the Court's electronic filing and service website. The Class Notice shall also state that a Class Member's right to opt out applies only to the class action portion of the Settlement and that no opt out right applies to the settlement of PAGA claims in the State PAGA Action. It shall be presumed that each and every Class Member whose Class Notice is not returned to the Settlement Administrator as undeliverable **within thirty (30) calendar days** after mailing or remailing (as described above in Section V(D)) actually received it to the maximum extent permitted by law.
- F. **Proof Of Mailing.** At least **10 calendar days** prior to the Final Settlement Approval Hearing, the Settlement Administrator shall provide a finalized and executed declaration of due diligence and proof of mailing with regard to mailing of the Class Notice to Class Counsel and Defendant's Counsel, which Class Counsel shall in turn provide to the Court. **No later than 5 calendar days** before the final executed declaration is due to be filed by Class Counsel, the Settlement Administrator shall provide to Class Counsel and Defendant's Counsel a final draft of the declaration for review.
- G. Counsel for the Parties shall not attempt in any way to initiate contact or initiate communications with any Class Member other than through the Class Notice, to discuss the Settlement, except as provided in this Agreement and to the extent any Class Member identified by the Settlement Administrator as to whom the Class Notice is believed by the Settlement Administrator to have been undeliverable, in which case counsel for Defendant may make reasonable attempts to secure accurate

contact information for such Class Member. Notwithstanding the foregoing: (i) Class Counsel may respond to questions about the Settlement by Class Members who contact Class Counsel; (ii) counsel for the Parties may respond to questions by the Settlement Administrator about specific claims or questions of Class Members; and (iii) Defendant may communicate with employees and the Class Members to discuss or describe the Settlement as set forth in this Agreement provided that such communications shall not interfere with or discourage participation in the Settlement.

VI. THE OPT-OUT PROCEDURE

- A. **Class Members' Consideration Period.** The Class Notice shall state that Class Members who wish to exclude themselves from, or "opt out" of, the class action portion of the Settlement must submit a signed, written Request for Exclusion to the Settlement Administrator ("**Request for Exclusion**"). The deadline to submit a Request for Exclusion is **60 calendar days** from the original date that the Class Notice was mailed (the "**Response Deadline**") (plus an additional 14 calendar days for Class Members whose Class Notice is re-mailed). To be valid, a Request for Exclusion must be timely sent either by fax or by mail and be postmarked to the Settlement Administrator at the address listed in the Class Notice on or before the Response Deadline. The date of the postmark on the return mailing envelope or fax stamp on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. No later than five (5) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a complete list of all members of the Class who have timely submitted requests for exclusion.
- B. **No right to opt out from PAGA settlement.** The Class Notice shall state that a Class Member's right to opt out applies only to the class action portion of the Settlement and that no opt-out right applies to the settlement of PAGA claims in the Actions. Accordingly, each PAGA Group Member, regardless of whether they timely submit a Request for Exclusion, shall receive a portion of the PAGA Settlement Amount consistent with the calculation set forth in Section VIII(E) herein.
- C. **Opt-Out Procedures.** A Class Member who wishes to opt out of the class portion of the Settlement shall send a Request for Exclusion to the Settlement Administrator, which is a letter setting forth their name, the last four digits of the Social Security number of the Class Member requesting exclusion, the case name and number *Sonia Chavez v. Saputo Cheese USA, Inc.*, Stanislaus County Superior Court Case No. CV-25-011575, and a statement that they request exclusion from the class and do not wish to participate in the settlement. To be valid, the Request for Exclusion must: (i) reasonably communicate the Class Member's election to be excluded from the class portion of the Settlement and contain sufficient Class Member identifying information; (ii) be signed by the Class Member; and (iii) be postmarked or fax stamped by the Response Deadline and submitted to the Settlement Administrator at the specified address or fax number. All Class

Members who do not timely submit a valid Request for Exclusion shall be bound by the terms and conditions of this Agreement including the release of claims described herein, and shall also be bound by any Court orders related to this Agreement or the Actions.

- D. **Effect of Opt-Out.** Class Members who successfully submit a Request for Exclusion (“**Non-Participating Class Member**”) will not be entitled to a settlement payment for the class portion of this Settlement, and will not be bound by the class action release of this Agreement. To the maximum extent permitted by law, any Class Member who opts out of the Settlement may not object to the Settlement. If a Class Member submits both a Request for Exclusion and an Objection, the Class Member’s Request for Exclusion will be deemed to invalidate the Objection. Class Members who submit valid and timely requests to opt out of the Settlement shall not receive a payment for settlement of Class claims pursuant to the Settlement, nor shall such Class Members be bound by the terms of the Settlement of their individual claims against Defendant pursuant to this Settlement. However, Class Members who submit a valid Request for Exclusion will nevertheless be bound by the settlement and release of PAGA claims in the Settlement to the extent they are a member of the PAGA Group and will receive a payment for their individual share of the PAGA Group Payment in settlement of PAGA claims pursuant to the terms of this Agreement. Class Members who receive a Class Notice (or to whom the Class Notice is sent and not returned to the Settlement Administrator as undeliverable) but do not submit a valid and timely Request for Exclusion on or before the Response Deadline shall be deemed Participating Class Members and shall be bound by all terms of the Settlement and any Final Judgment entered in the Actions if the Settlement is approved by the Court.
- E. The Settlement Administrator shall review each Request for Exclusion upon receipt for timeliness, completeness, and validity. If a submitted Request for Exclusion is defective or incomplete, the Settlement Administrator will promptly notify the Class Member of the defect or deficiency and permit the Class Member fourteen **(14) calendar days** from the date of the mailing of the deficient form or the Response Deadline to cure the defect (the “**Cure Deadline**”), whichever is later. Notwithstanding the foregoing, any Request for Exclusion that is cured will not be considered effective unless: (i) the original Request for Exclusion was postmarked or delivered by the Response Deadline; and (ii) the cured Request for Exclusion was postmarked or delivered by the Cure Deadline. Class Members shall only be permitted one opportunity to cure a defective Request for Exclusion.
- F. Unless otherwise permitted by this Agreement, only the Settlement Administrator has the right to contact Class Members who submit a Request for Exclusion. The Settlement Administrator shall not interfere with any Class Member’s right to submit a Request for Exclusion and shall communicate with a Class Member solely for purposes of determining the validity, completeness, and any defect in a submitted Request for Exclusion. The Settlement Administrator shall not have the authority to extend the Response Deadline or Cure Deadline except as directed by

the Court or otherwise agreed to by the Parties in writing. The Settlement Administrator shall provide weekly updates concerning the status to both Class Counsel and counsel for Defendant, which will not in any way hamper or impede the right of Class Members to submit Requests for Exclusion.

- G. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to opt out of the Settlement or to appeal from the Final Approval Order.

VII. OBJECTING TO THE SETTLEMENT

- A. **Objection Rights.** Class Members who wish to object to the class action portion of the Settlement may do so in writing by submitting a written objection (“**Objection**”) to the Settlement Administrator within the Response Deadline. Class Members may also appear at the Final Approval Hearing and present their objection orally, regardless of whether the Class Member submitted an Objection to the Settlement Administrator. PAGA Group Members shall not be entitled to object to or opt out of the release of their PAGA claims under the Settlement. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether an Objection is timely submitted. The Settlement Administrator shall provide all such Objections to Class Counsel and Defendant’s counsel promptly upon receipt. The Court retains final authority with respect to the consideration and admissibility of any Class Member’s Objections. Plaintiff and Defendant may respond in writing to any written Objections by **no later than seven (7) calendar days** before the Final Settlement Approval Hearing (or some other number of days as the Court shall specify) unless the Objection is received at a later time. Plaintiff and Defendant may respond to Objections orally at the Final Settlement Approval Hearing.
- B. **Objection Procedures.** The Objection must: (a) contain the case name *Sonia Chavez v. Saputo Cheese USA, Inc.*, Stanislaus County Superior Court Case No. CV-25-011575; (b) contain the Class Member’s full name and signature, and the last four (4) digits of their Social Security number; (c) contain a written statement of the grounds for the objection and supporting documents, if any; and (d) be sent by mail or fax to the Settlement Administrator, postmarked on or before the Response Deadline. These instructions, as well as information regarding how to appear, will be communicated in the Class Notice.
- C. A Class Member who objects to the Settlement may not also request exclusion from the Settlement. If the Court overrules the objection and grants final approval of the Settlement, the objecting Class Member will remain a Participating Class Member and will be bound by the terms of the Settlement to the same extent as all other Participating Class Members, including the release of claims. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for Class Counsel’s Attorneys’ Fees and Costs and/or the Incentive Award to Plaintiff.

- D. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- E. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written Objections to the Settlement or to appeal from the Court's Final Approval Order and judgment thereon.
- F. **Objecting Class Members Not Entitled to Attorneys' Fees.** The Parties expressly agree that objecting Class Members are not entitled to recover any attorneys' fees or costs from Class Counsel's fee award. This Agreement specifically bars recovery of Attorneys' Fees and Costs for objectors even if the objection has added genuine value to the Settlement. Furthermore, nothing in this Agreement, express or implied, creates any obligation on the part of Defendant to pay any attorneys' fees or costs to an objector, even if such fees and costs are ordered to be paid by the Court.
- G. **Waiver of Objection Rights.** To the fullest extent permitted by law, Class Members who fail to submit Objections in the manner specified in the Class Notice and/or fail to appear in Court to present verbal objections at the Final Approval Hearing shall be deemed to have waived any Objections and shall be foreclosed from making any Objection, whether by appeal or otherwise, to this Agreement. To the maximum extent permitted by law, the Parties agree that only the Parties and/or Class Members who make a valid and timely Objection maintain the right to appeal. If the objecting Class Member does not formally intervene in the Actions or move to set aside the judgment and/or the Court rejects the Class Member's Objection, the Class Member will still be bound by the terms of this Agreement.
- H. **Binding Effect of Settlement.** Although some Class Members might not receive the Class Notice or timely submit a Request for Exclusion, as provided under this Agreement, due to inability to locate their current address following the procedures set forth in this Agreement, such individuals shall nonetheless be bound by all of the terms of this Agreement and the Final Approval Order and judgment to the maximum extent permitted by law.

VIII. CALCULATION OF SETTLEMENT PAYMENTS TO CLASS MEMBERS AND PAGA GROUP

- A. Upon receipt of the Class Data, and prior to the mailing of the Class Notice, the Settlement Administrator shall use the number of Workweeks for each Class Member during the Class Period ("**Individual Workweeks**") for purposes of performing the calculations of Individual Class Payments (defined below). For purposes of this Agreement, a "**Workweek**" shall mean a workweek during which a Class Member received compensation for regular hours worked as a non-exempt employee for at least one day in the Workweek for work actually performed in California during the Class Period, but shall not include any workweeks that are fully covered by a prior settlement or release, or any workweeks during which a

Class Member was on a paid or unpaid leave of absence, did not record productive hours, or worked in a non-covered position.

- B. The Settlement Administrator shall thereafter provide to Defendant's counsel and Class Counsel the total number of Class Members and Workweeks in the Class Data.
- C. **No Claims Process.** This Settlement does not require Class Members to submit a claim form to participate in the Settlement.
- D. **Individual Class Payment Calculations and Payments.** No claims process shall be required of Plaintiff or Class Members in order to participate in the Settlement. Calculations of Individual Class Payments will be made as follows and shall be included in the Class Notice to each Class Member and based on the assumption that no Class Member opts out:
 - 1. The Settlement Administrator will calculate the total number of each Participating Class Member's Individual Workweeks, and the total number of Workweeks for all Participating Class Members ("**Class Workweeks**"). To determine each Participating Class Member's Individual Class Payment, the Settlement Administrator will use the following formula: Net Settlement Amount divided by the total of the number of workweeks worked during the Class Period by Participating Class Members ("**Workweek Payment Rate**") multiplied by the total number of workweeks worked during the Class Period by the individual Participating Class Member at issue in a non-exempt position in California, less applicable withholdings ("**Individual Class Payments**") and subject to a minimum of a single payment equaling the Workweek Payment Rate regardless of whether the Participating Class Member actually worked during the Class Period. For the avoidance of doubt, any workweeks worked by Class Members that are fully covered by a prior settlement/release of claims or during which Class Members were on a leave of absence, did not record productive hours, or worked in a non-covered position shall be excluded from the count of Class and individual workweeks.

The Individual Class Payments will be reduced by any required deductions for each Class Member as set forth herein, including required withholdings or deductions.

- E. **Calculation of PAGA Group Members' Individual Share of PAGA Group Payment.** Each PAGA Group Member's individual share of the PAGA Group Payment shall be calculated on a pro rata basis, based on the following formula: The Settlement Administrator will calculate the total number of each PAGA Group Member's Pay Periods during the PAGA Period ("**Individual PAGA Pay Periods**"), and the total number of Pay Periods for all PAGA Group Members in the PAGA Period ("**PAGA Group Pay Periods**"). To determine each PAGA Group Member's Individual PAGA Payment, the Settlement Administrator will use the following formula: (a) dividing the amount of the PAGA Group Payment

(\$87,500.00) by the total number of PAGA Group Pay Periods, and (b) multiplying the result by each PAGA Group Member's Individual PAGA Pay Periods.

The individual shares of the PAGA Group Payment constitute penalties from which no deductions or withholdings will be taken and will be treated as 100% penalties for tax purposes and reported on an IRS Form 1099. For purposes of this Agreement, a **"Pay Period"** shall be defined as any pay period during the PAGA Period in which a PAGA Group Member received compensation for regular hours worked as a non-exempt employee for work actually performed in California for at least one day in the pay period, but shall not include any full pay periods for which a PAGA Group Member was on a paid or unpaid leave of absence, did not record productive hours, or worked in a non-covered position. All PAGA Group Members will receive at least a minimum Individual PAGA Payment equivalent to the figure paid to those PAGA Group Members who had one Individual PAGA Pay Period.

F. Procedures for Class Members to Dispute Workweek or Pay Period Calculations:

Defendant's records shall be determinative with respect to the number of Individual Workweeks for the Class Member and shall be presumptively valid, subject to this Section VIII(F). If a Class Member disagrees with the number of Individual Workweeks or Individual PAGA Pay Periods listed in his/her/their Class Notice, the Class Member may challenge the number of Individual Workweeks and/or PAGA Pay Periods by communicating with the Settlement Administrator via fax or mail by no later than the Response Deadline. The Class Member must provide the Settlement Administrator with a written statement explaining the basis for such challenge and supporting documentation, if any. In the absence of any contrary evidence, the Settlement Administrator is entitled to presume that the Individual Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Settlement Administrator's determination of each Class Member's allocation of Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Settlement Administrator shall promptly provide copies of all challenges to calculation of Individual Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Settlement Administrator's determination of the challenges.

IX. TAX ALLOCATION

- A. The Individual Class Payments to Class Members shall consist of the following: (i) 20% wages and (ii) 80% interest and penalties. Defendant will be responsible for the employer's share of payroll taxes on W-2 income, separate and apart from the Gross Settlement Amount.
- B. Because 20% of the gross amount of the Individual Class Payments to Class Members constitutes compensation for past services rendered, it shall be considered wages. Accordingly, the Settlement Administrator shall: (i) withhold from the applicable portion of the Individual Class Payment the Class Member's share of all appropriate payroll taxes, including federal and state income taxes; (ii) issue to each Class Member and appropriate taxing authorities a Form W-2 statement or its equivalent with respect to the appropriate portion of the Individual Class Payment;

(iii) issue a Form-1099 to each Class Member and appropriate taxing authorities with respect to the portions of the Individual Class Payment representing penalties and interest and, to the extent a Class Member is also a PAGA Group Member, the Individual PAGA Payment; and (iv) notify Defendant of its share of any payroll taxes attributable to the employer for the 20% of the gross amount allocated to wages, which amount will be paid separately from the Gross Settlement Amount.

- C. **Allocation of Individual Class Payment Not Material.** The Court's approval of the allocation of the Individual Class Payment for Form 1099 income and Form W-2 income is not a material term of this Agreement. If the Court does not approve or approves a different allocation of the Individual Class Payments, the Agreement shall remain intact and all other terms of this Agreement shall apply.
- D. Neither Defendant nor its counsel, nor Class Counsel make any representation, and have made no representations as to the tax treatment or legal effect of the payments called for in this Settlement Agreement, and Plaintiff and Class Members are not relying on any statement, representation, or calculation by Defendant or its counsel, the Settlement Administrator, or Class Counsel in this regard. Plaintiff and Class Members understand and agree that Plaintiff and Class Members will be solely responsible for the payment of any taxes and penalties assessed on the payments described in this Settlement Agreement. Plaintiff and any Class Member who receives any payment under this Agreement should consult with their tax advisors concerning the tax consequences of the Individual Class Payments and Individual PAGA Payments they receive under the Settlement.

X. FINAL SETTLEMENT APPROVAL HEARING

- A. Class Counsel shall be responsible for ensuring that at least the following documents are filed with the Court in advance of the Final Settlement Approval Hearing so that the Court will have a sufficient basis upon which to evaluate and approve the Settlement:
 - 1. A final declaration by the Settlement Administrator listing the following information: (i) attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, the mailing and re-mailing of the Class Notice (as applicable), the Class Notices returned as undelivered and attempts to locate Class Members; (ii) the total number of Requests for Exclusion the Settlement Administrator received (both valid and invalid) and a list of the names (with no other identifying information) of all persons who submitted timely and valid Requests for Exclusion; (iii) the number of Objections received and attaching copies of the Objections received so the Court can evaluate the merits of the Objections; and (iv) any other information required by the Court.
 - 2. A duly noticed motion for final approval, accompanying memorandum of points and authorities prepared by Class Counsel, and such other pleadings, evidence or other documents as may be necessary for the Court to determine

that the Settlement documented by this Agreement is fair, adequate and reasonable.

3. A Proposed Final Approval Order and judgment for the Court's signature, approving the material terms of the Settlement documented by this Agreement. The Final Approval Order will include the full text of the class and PAGA releases. The Parties shall jointly prepare the proposed final approval order and judgment to be submitted in the form mutually agreed to by the Parties.
4. The Parties will cooperate to finalize the motion for final settlement approval and supporting papers to be prepared by Class Counsel. Class Counsel shall also provide a draft of the motion for final settlement approval and supporting papers, and an opportunity to provide comments thereto, to Defendant's counsel at least ten (10) calendar days prior to the filing deadline for the motion. Class Counsel shall not file a motion for final settlement approval without first confirming with counsel for Defendant that Defendant has no objection to any matters stated within the final approval papers.
5. The motion for final settlement approval will include Class Counsel's applications for Attorneys' Fees and Costs and the Incentive Award. However, the Court's decision to award less than the amounts requested for Class Counsel's Attorneys' Fees and Costs and/or the Incentive Award to Plaintiff does not constitute a material modification to the Agreement and will not terminate this Agreement.
6. The Parties agree that within five (5) calendar days after the date the Final Approval Order and Judgment is entered by the Court, the Parties shall file a joint stipulation or other appropriate request for dismissal of the Federal Class Action without prejudice. The Parties agree to take any other necessary steps to dismiss the Federal Class Action as may be required by the court, with fees and costs to be borne separately by each party. Class Counsel shall not be entitled to recover any additional fees or costs in the Class Action, including any fees for undertaking the dismissal described in this paragraph.
7. Pursuant to Labor Code § 2699(s)(3), Class Counsel will provide to the LWDA a copy of the Court's Final Approval Order and Judgment within ten (10) calendar days after entry of the Final Approval Order and Judgment.

XI. PAYMENT TO CLASS MEMBERS AND PAGA GROUP MEMBERS

- A. No later than **thirty (30) calendar days** after the Effective Date (defined in Section I(E)), Defendant shall fund the Gross Settlement Amount and its share of employer taxes by transmitting the funds into the Qualified Settlement Fund established and

maintained by the Settlement Administrator. No later than **forty-five (45) calendar days** after the Effective Date, the Settlement Administrator shall issue payments to Class Members and/or PAGA Group Members pursuant to the terms of this Agreement from the Qualified Settlement Fund and issue all necessary and proper tax forms.

- B. The Settlement Administrator shall mail the Individual Class Payments and Individual PAGA Payments by First Class U.S. Mail to each Class Member's and/or PAGA Group Member's last known address, postage prepaid. Checks shall be valid for **180 calendar days** from the date of mailing (the "**Check Cashing Deadline**"), and the face of each check shall prominently state the Check Cashing Deadline, when the check will be voided. Class Members and PAGA Group Members who do not cash their settlement checks within 180 calendar days after mailing by the Settlement Administrator shall still be bound by the Settlement and the release of claims provided therein. It shall be presumed that each Class Member and/or PAGA Group Member received his, her, or their Individual Class Payment and/or Individual PAGA Payment on the date the payment was deposited in the United States mail, unless the payment is returned to the Settlement Administrator within the Check Cashing Deadline. Any check returned by the post office with a forwarding address will be re-mailed within **five (5) calendar days** by the Settlement Administrator to that forwarding address via First Class U.S. Mail. If no forwarding address is provided, the Settlement Administrator shall attempt to determine the correct address using all reasonably available sources, methods, and means, including, but not limited to, the "National Change of Address Database", skip traces, and direct contact by the Settlement Administrator with Participating Class Members, and it shall then perform a re-mailing within **7 calendar days** of receiving a returned check. The Settlement Administrator need not take further steps to deliver checks to Participating Class Members or PAGA Group Members whose re-mailed checks are returned as undelivered. The Settlement Administrator shall promptly send a replacement check to any Participating Class Member or PAGA Group Member whose original check was lost or misplaced, requested by the Participating Class Member or PAGA Group Member prior to the void date.
- C. In accordance with California Code of Civil Procedure Section 384, any checks returned to the Settlement Administrator by the post office as undeliverable after the Settlement Administrator takes steps set forth above, and all funds from checks that are not cashed by the Check Cashing Deadline, shall be distributed as follows:
 1. The amount of any Individual Class Payments and Individual PAGA Payments that remain undeliverable or uncashed 180 calendar days after the postmarked date of the initial mailing of the checks for Individual Class Payments and/or Individual PAGA Payments will be paid to the California State Controller's Unclaimed Property Fund to be held pursuant to the Unclaimed Property Law, Cal. Civil Code § 1500 et seq. in the name of and for the benefit of the individual who did not cash his or her check, until such time that he or she claims his or her property or as otherwise required by law, thereby leaving no "unpaid residue" subject to the requirements of

California Code of Civil Procedure Section 384, subd. (b). The Participating Class Member and/or PAGA Group Member will nonetheless remain bound by the Settlement. The Parties agree that this disposition results in no “unpaid residue” within the meaning of California Code of Civil Procedure Section 384, as the entire Net Settlement Amount will be paid out to Class Members, whether or not they all cash their Individual Class Payments and Individual PAGA Payments.

2. The Settlement Administrator shall notify the Parties’ counsel of the total amount that was actually paid to the Class Members and PAGA Group Members and the amount of funds that are unclaimed.
3. At a date set by the Court for a final accounting in accordance with California Code of Civil Procedure Section 384(b), the Parties shall advise the Court of the total amount that was actually paid to Class Members and PAGA Group Members under this Agreement and the amount of funds that are unclaimed by Class Members and PAGA Group Members and transmitted to the California State Controller’s Unclaimed Property Fund or otherwise handled in accordance with this Agreement.

- D. **No Impact On Contributions To Employee Benefit Plans.** None of the payments made pursuant to this Agreement shall be considered to alter the terms or to grant any rights to additional payments under any employee benefit plans. None of the payments made pursuant to this Agreement shall be considered for purposes of determining eligibility for, vesting or participation in, or contributions to any benefit plan, including, without limitation, all plans subject to the Employee Retirement and Income Security Act of 1974 (“ERISA”). Any distribution of payments to Plaintiff or Class Members shall not be considered as a payment of wages or compensation under the terms of any applicable benefit plan and shall not affect participation in, eligibility for, vesting in, the amount of any past or future contribution to, or level of benefits under any applicable benefit plan. Any amounts paid will not impact or modify any previously credited hours of service or compensation taken into account under any bonus or incentive plan, benefit plan sponsored or contributed to by Defendant or any jointly-trusted benefit plan, or for purposes of calculating the regular rate of pay. For purposes of this Agreement, “benefit plan” means each and every “employee benefit plan,” as defined in 29 U.S.C. § 1002(3), and, even if not thereby included, any 401(k) plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare, profit sharing, retirement, disability, vacation, severance, hospitalization, insurance, incentive, deferred compensation, or any other similar benefit plan, practice, program, or policy.

XII. PAYMENT OF ATTORNEYS' FEES AND COSTS TO CLASS COUNSEL; SETTLEMENT ADMINISTRATION EXPENSES; INCENTIVE AWARD

- A. No later than **forty-five (45) calendar days** after the Effective Date, the Settlement Administrator shall transfer the following amounts, as awarded by the Court:
1. To Class Counsel, the amounts ordered by the Court for all attorneys' fees and costs incurred in prosecuting the Actions;
 2. To the Settlement Administrator, the amounts ordered by the Court for all its expenses;
 3. To Plaintiff, the amount ordered by the Court for the Incentive Award; and
 4. To the LWDA, the LWDA Payment.

XIII. RIGHT TO INCREASE GROSS SETTLEMENT AMOUNT OR CHANGE END DATE OF RELEASE PERIOD BASED ON QUALIFYING WORKWEEKS OF CLASS MEMBERS.

- A. The Gross Settlement Amount is based on the Parties' estimation that there are approximately 250,000 aggregate workweeks worked by Class Members through the date of mediation, July 14, 2026, which accounts for and excludes workweeks fully covered by a prior release of claims or weeks during which Class Members were on a leave of absence, did not record productive hours, or worked in a non-covered position ("Workweeks"). If the total number of Workweeks during the Class Period is more than ten percent (10%) higher than the estimated 250,000 Workweeks (i.e., 275,001 or more Workweeks), then Defendant will have the option of either of the following Section XIII(A)(a) or (b):
- a. increasing the Gross Settlement Amount by a proportional amount equal to the percentage increase in Workweeks above 275,000 (for example, if the number of total Workweeks is 12% more than the estimated workweeks then the Gross Settlement Amount will increase by 2%—a \$50,000.00 increase—making the revised Gross Settlement Amount \$2,550,000.00). Workweeks shall include only those workweeks where a Class Member rendered actual services in California as a non-exempt employee and shall exclude any workweeks fully covered by a prior release of claims or weeks during which a Class Member was on leave, did not record productive hours, or worked in a non-covered position, OR
 - b. Alternatively, Defendant may elect to end the Class and PAGA Periods on a date that will not result in an increase of more than 10% of the Workweeks estimated in the Class Period.

Defendant must resolve the escalator and make its election between options (a) and (b) above at least fourteen (14) calendar days prior to the hearing date set for preliminary approval such that the Class Notice contains a definitive Class Period, PAGA Period, and Gross Settlement Amount.

- B. The Parties agree that, except as set forth in this Section XIII and the employer share of payroll taxes, under no circumstances shall Defendant be obligated to pay any amount that exceeds Two Million Five Hundred Thousand Dollars (\$2,500,000.00), as increased only if Defendant elects the proportional increase described in Section XIII(A)(a).

XIV. INVALIDATION OF AGREEMENT FOR FAILURE TO SATISFY CONDITIONS

- A. In the event the Court fails to enter final judgment approving the Settlement consistent with the terms set forth in this Agreement after the Parties have exhausted all reasonable efforts to amend the Agreement to address the Court's concerns, or such final judgment is vacated or reversed, the Actions shall proceed as if no settlement had been attempted and revert back to their prior procedural posture. In such event, nothing in this Agreement shall be used, construed or admissible as evidence by or against any Party as a determination, admission, or concession of any issue of law or fact in the Actions, or in any other proceeding for any purpose; and the Parties do not waive, and instead expressly reserve, their respective rights to prosecute and defend the Actions as if this Agreement never existed. Further, in such event, the Parties shall each pay half of the costs of administration that have been incurred by the Settlement Administrator.
- B. **Defendant's Right to Withdraw.** If, prior to the Final Settlement Approval Hearing, the number of persons who submit valid and timely Requests for Exclusion exceeds five percent (5%) of the total number of Class Members, then Defendant shall have the sole and absolute discretion to withdraw from this Agreement. If Defendant elects to so withdraw, the withdrawal shall have the same effect as a termination of this Agreement for failure to satisfy a condition of settlement. If Defendant elects to withdraw, Defendant will remain responsible for paying all Settlement Administrator's expenses incurred to that point.
- C. If this Agreement is terminated for failure to satisfy any of the material terms or conditions, Defendant shall not be obligated to create or maintain any type of settlement fund and shall not be obligated to make any settlement payment to any Class Member, PAGA Group Member, LWDA, Class Counsel, or to Plaintiff.

XV. RELEASES, REPRESENTATIONS AND WARRANTIES

A. Class Member Release

- 1. Release of Claims by Plaintiff and Participating Class Members. Upon the Effective Date and Defendant's funding of the Gross Settlement Amount and its employer-share of payroll taxes, Plaintiff and each Participating Class Member, on behalf of themselves, their heirs, executors, administrators, attorneys, agents, assigns, and any entities or businesses in which any of them have a controlling ownership interest, shall fully and finally release and discharge Defendant and all parent, related, or affiliated companies and all of Defendant's or such related or affiliated companies'

predecessors and successors; and, with respect to each such entity, all of its past and present employees, officers, directors, stockholders, owners, representatives, assigns, attorneys, agents, insurers, and employee benefit programs (and the trustees, administrators, fiduciaries and insurers of such programs); or any individual or entity which could be jointly liable with Defendant and all persons or entities acting by, through, under, or in concert with any of the persons or entities listed in this paragraph (the “Released Parties”) from any and all claims, rights, demands, liabilities, and causes of action of any kind arising from the alleged violation of any provision of common law, California law and/or federal law that occurred during the Class Period that were pled in the Operative Complaint, or which could have been pled based on the facts alleged in the Operative Complaint, including claims for: failure to timely pay all wages (Cal. Lab. Code §§ 201, 202, 203, 204, 204b, 210, 558); failure to pay all regular, minimum, and overtime wages, including with respect to the rate at which such wages are paid (Cal. Lab. Code §§ 204, 204b, 210, 218, 218.5, 222, 510, 558, 1182.12, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, and applicable sections of the relevant Order of the Industrial Welfare Commission); meal and rest period violations, including with respect to the rate at which premiums are paid (Cal. Lab. Code §§ 210, 226.7, 512, 516, 558, and applicable sections of the relevant Order of the Industrial Welfare Commission); failure to provide accurate wage statements (Cal. Lab. Code §§ 226, 226.3, 558); failure to reimburse all necessary business expenses, including but not limited to expenses related to cell phones, uniforms, tools, and more (Cal. Lab. Code §§ 2802, 2804); failure to maintain records (Cal. Lab. Code §§ 1174, 1174.5); failure to pay vested vacation time at termination, including with respect to the rate at which it was paid (Cal. Lab. Code §§ 227.3, 558); failure to provide sick pay or properly pay sick time, including with respect to the rate at which it was paid (Cal. Lab. Code §§ 233, 246, 248, 248.5); unfair competition in violation of California Business and Professions Code sections 17200 et seq.; and any damages, penalties, restitution, disgorgement, interest, costs, or attorneys’ fees as a result thereof, and that arose during the Class Period (the “**Released Class Claims**”). The Released Class Claims do not include claims to enforce this Agreement, or claims that may not be released as a matter of law, including, for example, claims for vested benefits under an ERISA, 401(k), or similar plan, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers’ compensation, or claims based on facts occurring outside of the Class Period.

- a) This Settlement and the judgment entered thereon shall have res judicata effect precluding Plaintiff and the Participating Class Members from initiating any other proceedings regarding Released Class Claims pursuant to this Agreement.

B. PAGA Release of Claims

1. Release of PAGA Claims. For the avoidance of doubt, Settlement Class Members, to the extent they are also PAGA Group Members, have no opt out rights as to the PAGA portion of the Settlement of the Actions. Accordingly, upon the Effective Date and Defendant's funding of the PAGA Settlement Amount, Plaintiff, on behalf of herself and the State of California, and all PAGA Group Members, waive, fully release, and forever discharge the Released Parties from any and all claims for civil penalties under PAGA arising from and/or relating in any way to the claims pled in the Operative Complaint or Plaintiff's LWDA letter, or that could have been asserted based on the facts alleged in the Operative Complaint and Plaintiff's LWDA letter against Defendant, including, but not limited to, PAGA claims predicated on alleged violations of: failure to timely pay all wages (Cal. Lab. Code §§ 201, 202, 203, 204, 204b, 210, 558); failure to pay all regular, minimum, and overtime wages, including with respect to the rate at which such wages are paid (Cal. Lab. Code §§ 204, 204b, 210, 218, 218.5, 222, 510, 558, 1182.12, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198 and applicable sections of the relevant Order of the Industrial Welfare Commission); meal and rest period violations, including with respect to the rate at which premiums are paid (Cal. Lab. Code §§ 210, 226.7, 512, 516, 558, and applicable sections of the relevant Order of the Industrial Welfare Commission); failure to provide sick pay or properly pay sick time, including with respect to the rate at which it was paid (Cal. Lab. Code §§ 233, 246, 248, 248.5); failure to pay vested vacation time at termination, including with respect to the rate at which it was paid (Cal. Lab. Code §§ 227.3, 558); failure to reimburse all necessary business expenses, including but not limited to expenses related to cell phones, uniforms, tools, and more (Cal. Lab. Code §§ 2802, 2804); failure to provide accurate wage statements (Cal. Lab. Code §§ 226, 226.3, 558); failure to maintain records (Cal. Lab. Code §§ 1174, 1174.5); and that arose during the PAGA Period (the "**Released PAGA Claims**"). The Settlement and judgment entered thereon shall have res judicata effect precluding the State of California, the PAGA Group Members, and Plaintiff from initiating any other proceedings involving Released PAGA Claims.

C. General Release by Plaintiff; Representations and Warranties

1. General Release by Plaintiff. In addition to the Class Member Release of Claims and PAGA Group Member release of claims described in this Agreement, effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes, Plaintiff, on behalf of herself, her heirs, executors, administrators, attorneys, agents, and assigns, fully releases and forever discharges the Released Parties from any and all claims, known or unknown, which Plaintiff now has or may have against any of the Released Parties, including but not limited to claims arising out of or relating to Plaintiff's employment with Defendant,

including the end of the employment relationship, and any act, omission, or transaction of or by Defendant or any of the Released Parties occurring on or before the date of Plaintiff's signature on this Agreement. This release is intended to be interpreted broadly and is intended to include, without limitation, all common law claims (including but not limited to: breach of contract, breach of fiduciary duty, breach of the covenant of good faith and fair dealing, wrongful discharge in violation of public policy, infliction of emotional distress, negligence, invasion of privacy, interference with contractual relationship, defamation and fraud), as well as any statutory claims arising under federal, state or local law ("**Plaintiff's General Release**"). Plaintiff acknowledges that Plaintiff may discover facts and/or law different from and/or in addition to the facts and/or law that Plaintiff now knows or believes to be true, but agrees, nonetheless, that Plaintiff's General Release shall be and remain effective in all respects notwithstanding the existence of such different and/or additional facts and/or law or Plaintiff's discovery of them. Furthermore, Plaintiff's General Release does not extend to any claims or actions to enforce this Agreement, to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, to any claims that are not releasable as a matter of law or public policy, or to any claims arising after the date of Plaintiff's signature on this Agreement. Nothing herein is intended to preserve any claims that are released pursuant to Section XV(A)-(B).

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

2. Representations and Warranties. Plaintiff hereby represents, covenants, and warrants that Plaintiff has not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber, to any person or entity, any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged. Plaintiff further agrees that Plaintiff shall not in any way hereafter commence, join, aid, or assist others in pursuing any claim, charge or action against any of the Released Parties for any acts or omissions released under this Agreement.

D. No Misrepresentation

The Parties understand that the facts with respect to which this Agreement is entered into may be materially different from those the Parties now believe to be true. The Parties accept and assume this risk, and agree that this Agreement, including specifically the releases contained herein, shall

remain in full force and effect, and legally binding, notwithstanding the discovery or existence of any additional or different facts, or any claims with respect to those facts.

XVI. CONFIDENTIALITY

The Parties and their respective counsel shall keep confidential all Settlement communications regarding the negotiation and drafting of the MOU and this Agreement. Neither Plaintiff nor her counsel shall publicize the Settlement, including but not limited to initiating or having any contact with the press, respond to any press inquiry, issue any press release, make communications through any social media, discuss on their website or with other counsel, or make any other public or non-public representations regarding the MOU, the Settlement Agreement, Settlement negotiations, or the Actions, other than as necessary to obtain Court approval and effectuate the terms of this Settlement Agreement. Nothing in this Paragraph is intended to prohibit: (i) Plaintiff from disclosing the Settlement with her immediate family members, attorneys, tax advisors, or taxing authorities; (ii) Plaintiff's Counsel from disclosing the Settlement to tax advisors or taxing authorities; (iii) Plaintiff's Counsel from citing the Settlement as evidence supporting their competence as counsel in wage/hour class and/or PAGA actions; (iv) Plaintiff's Counsel from meeting any fiduciary duties owed to Class Members; (v) Plaintiff's Counsel from communicating with Plaintiff or providing Plaintiff with legal representation; or (vi) Plaintiff's Counsel from making a limited disclosure to the Court and the LWDA for purposes of obtaining settlement approval or enforcing settlement.

XVII. MISCELLANEOUS PROVISIONS

A. Acknowledgment that the Settlement is Fair and Reasonable

The Parties believe this Agreement is a fair, adequate, and reasonable settlement of the Actions, which was reached after non-collusive, arm's-length negotiations and mediation and in the context of adversarial litigation, considering all relevant factors, present and potential, including the risk of continued litigation. The Parties agree, covenant, and represent that this Agreement shall constitute a compromise of, and full accord and satisfaction of, disputed claims.

B. No Admission of Liability

The Parties agree, covenant, and represent that neither this Agreement nor any actions undertaken by Defendant in satisfaction of this Agreement shall constitute, or be construed as, an admission of any liability or wrongdoing by Defendant at any time, or as an admission by Defendant that class certification, or litigation on a representative basis is proper in the Actions. By entering into this Agreement, Defendant does not admit liability in the Actions. Defendant expressly denies that it has violated any law, breached any agreement or obligation to Plaintiff, the Class Members, or PAGA Group Members, or engaged in any wrongdoing with respect to Plaintiff or the Class Members or the PAGA Group Members. Likewise, Plaintiff's execution of this Agreement shall not be construed as an admission of the merits of any of Defendant's defenses or an admission that her claims lack merit.

C. Representation by Counsel and Authority

The Parties acknowledge that they have been represented by competent counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel. Each individual signing this Agreement warrants that he or she has the authority to enter into this Agreement on behalf of the Party or Parties on whose behalf that individual signs. Further, Plaintiff warrants and represents that Plaintiff is fully authorized to enter into this Agreement and the terms and conditions thereof, that there are no liens on the Agreement, and that after entry by the Court of the orders specified in this Agreement, the Settlement Administrator may distribute funds to Class Members, PAGA Group Members, Class Counsel, the LWDA, and Plaintiff as provided by this Agreement.

D. Deadlines Set by this Agreement and Extensions of Time

If any deadline set by this Agreement falls on a Saturday, Sunday, or Court holiday, the deadline shall be deemed to fall on the next day that is not a Saturday, Sunday, or Court holiday. Further, the Parties may, by mutual agreement, agree upon a reasonable extension of time for deadlines and dates reflected in this Settlement Agreement, subject to Court approval when required.

E. Notice

All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered personally, by first class mail, or email to the undersigned persons at their respective addresses, email addresses, or other contact information as set forth below:

Counsel for Plaintiff and the Class Members:

Kane Moon
Allen Feghali
Charlotte Mikat-Stevens
MOON LAW GROUP, PC
725 S. Figueroa Street, 31st Floor
Los Angeles, CA 90017
Tel: (213) 232-3128 | Fax: (213) 232-3125
kmoon@moonlawgroup.com
afeghali@moonlawgroup.com
cmikat-stevens@moonlawgroup.com

Attorneys for Plaintiff Sonia Chavez and the Class

Counsel for Defendant:

Koree Wooley
Cindi Ritchey
JONES DAY
4655 Executive Drive, 15th floor
San Diego, California 92121
Telephone (858) 314-1200
kbwooley@jonesday.com
critchey@jonesday.com

Attorneys for Defendant Saputo Cheese USA, Inc.

F. Memorandum of Understanding Superseded by this Agreement

Upon the date that this Agreement becomes fully executed by all Parties, this Agreement shall supersede the Memorandum of Understanding between the Parties concerning the Actions that was fully executed on July 15, 2026.

G. Incorporation by Reference

The terms of this Agreement include the Recitals, which are incorporated by this reference as though fully set forth herein.

H. Captions

The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement.

I. Mutual Preparation

This Agreement has been jointly prepared by the Parties and their counsel. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, the Parties expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement, and agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

J. Waiver of Right to Appeal

As part of this Settlement, Plaintiff, Class Counsel, PAGA Group Members, and Participating Class Members waive their rights to file an appeal and/or a writ, or any other challenge whatsoever to the terms of the impending judgment.

K. Entire Agreement

This Agreement comprises the Parties' entire agreement. There are no other agreements, written or oral, express or implied, between the Parties with respect to the subject matter hereof except this Agreement. The Parties acknowledge that no representations, statements or promises made by any other party, or by their respective agents or attorneys, have been relied upon in entering into this Agreement. The Parties explicitly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and agree that no such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of this Agreement.

L. Amendment or Modification

This Agreement may be modified or amended only if such modification or amendment is agreed to in writing and signed by all Parties and their legal representatives, which writing shall expressly state the intent of the Parties to modify this Agreement.

M. Severability

The Parties to this Agreement agree, covenant, and represent that each and every provision of this Agreement shall be deemed to be contractual, and that they shall not be treated as mere recitals at any time or for any purpose. Therefore, the Parties further agree, covenant, and represent that each provision of this Agreement shall be considered severable, except for the release provisions of Section XV of this Agreement. If the Court finds the release provisions of this Agreement to be unenforceable or invalid after the Parties' efforts to resolve any issues addressed by the Court as specified in Section XVII(R), then this Agreement shall become null and void and Defendant shall have no obligation to make any payments pursuant to this Agreement. If the Court finds any provision other than the release provisions of Section XV, or part thereof, to be invalid or unenforceable for any reason, that provision, or part thereof, shall remain in full force and effect to the extent allowed by law, and all of the remaining provisions of this Agreement shall remain in full force and effect.

N. 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.

O. Execution and Counterparts

This Agreement, and any other documents required or contemplated to be executed to consummate this Agreement, may be executed electronically (including via DocuSign or AdobeSign) and in one or more counterparts, each of which shall be deemed an original of this Agreement. All counterparts of any such document together shall constitute one and the same instrument. Any party may sign and deliver this Agreement by signing on the designated signature block and transmitting that signature page via facsimile, email, DocuSign, AdobeSign, or as an attachment to an e-mail to counsel for the other party. Any signature made and transmitted by facsimile, email,

DocuSign, AdobeSign, or as an attachment to an e-mail for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the party who transmits the signature page.

P. Binding on Successors and Assigns

This Agreement shall be binding upon, and shall inure to the benefit of the Parties, including Participating Class Members and PAGA Group Members, as well as their respective heirs, spouses, children, assigns, executors, administrators, successors, beneficiaries, subsidiaries, conservators, representatives, attorneys, estates, divisions and affiliated corporations and partnerships, past and present, and trustees, directors, officers, shareholders, partners, agents and employees, past and present, of the Parties.

Q. California Law Governs

All terms of this Agreement will be governed by and interpreted according to the laws of the State of California.

R. Cooperation in Administration

The Parties agree to fully cooperate with one another to accomplish the terms of this Agreement, including but not limited to, execution of such documents and taking such other action as reasonably may be necessary to implement the terms of this Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order, suggestion, or recommendation of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein. The Parties' efforts to continue to cooperate and make all best efforts to obtain approval of this Agreement shall only cease after the Parties have exhausted all opportunities to amend or modify this Agreement, including seeking the assistance of the mediator, and the filing of any motions to obtain approval of this Agreement.

S. Use and Return of Class Data

Information provided to Class Counsel pursuant to Cal. Evid. Code §1152 or similar applicable privileges, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 60 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds and a written request is made by Defendant to Class Counsel, Plaintiff shall destroy all paper and electronic versions of Class Data and other information or documents provided to Class Counsel in connection with the mediation, other settlement negotiations, or in connection with the Settlement by Defendant or the Administrator and confirm in writing to Defendant that all such documents and data have been destroyed.

T. All Terms Subject to Final Court Approval

All amounts and procedures described in this Agreement herein will be subject to final Court approval.

U. Disputes

If the Parties have a dispute with regard to the language of this Agreement, they agree to first attempt to resolve the dispute informally through good-faith negotiations, but if those efforts are unsuccessful, the Court retains full jurisdiction to interpret, construe, and enforce the terms of this Agreement.

V. Judgment and Continued Jurisdiction

The Court shall retain jurisdiction pursuant to Code of Civil Procedure Section 664.6 over the Parties, the State PAGA Action, this Agreement, and the Settlement, including the implementation, enforcement, interpretation, settlement administration, and any post-judgment issues that arise. In the event that an action is brought to enforce any of the terms of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

W. Interim Stay of Proceedings.

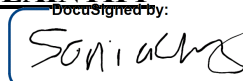
The Parties agree to stay the Actions as of the date of mediation, except for purposes of settlement approval. Pursuant to California Code of Civil Procedure section 583.330, the Parties further agree that the date to bring the Actions to trial under California Code of Civil Procedure section 583.310 shall be extended for the duration of the settlement approval process. If this Agreement is not finally approved, the Parties agree that they will revert to their positions in the Actions prior to the time they entered into this Agreement, and no agreements set forth in this Agreement or any documents generated or orders issued related to this Agreement will be admissible in any future proceeding, in the Actions or in any other action.

[Signature Page Follows]

THE UNDERSIGNED ACKNOWLEDGE THAT EACH HAS READ THE FOREGOING AGREEMENT AND ACCEPTS AND AGREES TO THE PROVISIONS CONTAINED THEREIN, INCLUDING THE GENERAL RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS AND HEREBY EXECUTES IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS CONSEQUENCES.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

PLAINTIFF

Docusign by:

75A07020A96E428...

Dated: 8/26/2026

Sonia Chavez

DEFENDANT

Dated: _____

Name:

Title:

On behalf of Saputo Cheese USA, Inc.

Approved as to form and agrees to be bound by the confidentiality provisions in the Agreement:

MOON LAW GROUP, PC



Dated: 8/26/2026

Kane Moon

JONES DAY

Dated: _____

Koree Wooley

Attorneys for Defendant Saputo Cheese USA, Inc.

THE UNDERSIGNED ACKNOWLEDGE THAT EACH HAS READ THE FOREGOING AGREEMENT AND ACCEPTS AND AGREES TO THE PROVISIONS CONTAINED THEREIN, INCLUDING THE GENERAL RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS AND HEREBY EXECUTES IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS CONSEQUENCES.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

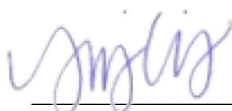
PLAINTIFF

Dated: _____

Sonia Chavez

DEFENDANT

Dated: August 21, 2026



Name: Lisa Crist
Title: VP, HR
On behalf of Saputo Cheese USA, Inc.

Approved as to form and agrees to be bound by the confidentiality provisions in the Agreement:

MOON LAW GROUP, PC

Dated: _____

Kane Moon

JONES DAY

Dated: August 21, 2026



Koree Wooley
Attorneys for Defendant Saputo Cheese USA, Inc.

EXHIBIT A

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

Sonia Chavez v. Saputo Cheese USA, Inc.
Stanislaus County Superior Court Case No. CV-25-011575

*The Superior Court for the State of California authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
This Notice affects your rights. Please read it carefully.*

NOTICE OF CLASS ACTION SETTLEMENT

To: All current and former hourly-paid, non-exempt California employees of Saputo Cheese USA, Inc. ("Saputo") at any time during the period beginning on September 22, 2021 through [DATE].

If you fit the description above, YOU ARE A CLASS MEMBER AND ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT. If you want to participate in this Class Action Settlement, no action is required. You will be automatically included in the Settlement and will receive a settlement payment, if the Court grants final approval to the Settlement. If you do NOT want to participate in the Settlement, then you must take action by [DATE], as described below.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
You Don't Have To Do Anything To Participate In The Settlement.	If you do nothing, you will be a Participating Class Member, eligible for an Individual Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Saputo that are covered by this Settlement (Released Claims). Your payment will be mailed to you, automatically, after the Court grants final approval to the Settlement and final judgment is entered. <i>[You must, however, keep a current address on file with the Settlement Administrator to ensure delivery of your check to your current address.]</i>
Update Your Contact And Address Information	If necessary, update your address with the Settlement Administrator to ensure your check is sent to the correct address.
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 fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Settlement Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 12 of this Notice. If you want to opt out of the Class Settlement, you must follow the instructions on page 6, Section 12 and mail or fax your request to opt out to the Settlement Administrator no later than [DATE]. Untimely opt out requests will be rejected. You cannot opt-out of the PAGA portion of the proposed Settlement. Saputo must pay Individual PAGA Payments to all PAGA Group Members and the PAGA Group Members must give up their rights to pursue PAGA Group Members' Released Claims (defined below).
You Can Object to the Settlement	All Class Members who do not opt out can object to any aspect of the proposed Settlement. See page 7, Section 13 for instructions on how to object.

Written Objections Must be Submitted by [DATE]	
You Can Participate in the Final Approval Hearing Set for [REDACTED]	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 13 of this Notice

- **YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.**
- **CALIFORNIA LAW STRICTLY PROHIBITS RETALIATION FOR PARTICIPATING OR ELECTING NOT TO PARTICIPATE IN THIS SETTLEMENT. SAPUTO WILL NOT TAKE ANY ADVERSE ACTION AGAINST OR OTHERWISE RETALIATE OR DISCRIMINATE AGAINST ANY CLASS MEMBER BECAUSE OF ANY ACTIONS YOU TAKE WITH RESPECT TO THE PROPOSED SETTLEMENT.**

BASIC INFORMATION

1. Why Did I Get This Notice?

The Settlement covers all current and former hourly-paid, non-exempt California employees of Saputo ("Class Members") during the Class Period, defined as the period beginning on September 22, 2021 through [DATE], excluding workweeks fully covered by the prior settlements in *Vasquez v. Saputo Cheese USA, Inc.* (Tulare County Superior Court Case No. VCU282978) and *Martinez, et al. v. Saputo Dairy Foods USA, LLC* (Tulare County Superior Court Case No. VCU294960). According to Saputo's records, you are a Class Member.

The PAGA portion of the Settlement covers Class Members who worked for Saputo as an hourly-paid, non-exempt California employee at any time from September 20, 2024 through [DATE] [the earlier of the date the Court grants preliminary approval of the Settlement or October 14, 2026] ("PAGA Period"). Individuals who meet the foregoing criteria during the PAGA Period are referred to herein individually as "PAGA Group Member" or collectively as "PAGA Group Members."

A Court authorized this notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve it. This notice explains the lawsuit, the Settlement, your legal rights, the benefits that are available, who is eligible to receive them, and how to get them.

The Honorable Stacy Speiller of Department 22 of the Stanislaus County Superior Court ("Court") is overseeing this class and PAGA action. The case is known as *Sonia Chavez v. Saputo Cheese USA, Inc.*, Stanislaus County Superior Court Case No. CV-25-011575 ("Action" or "Lawsuit").

On [DATE], the Court preliminarily approved the Settlement and directed the parties to issue this Notice. The Court will hold a Final Approval hearing on [DATE], at [TIME], in Department 22 of the Court located at 801 10th Street, Sixth Floor, Modesto, CA 95354. The Final Approval Hearing may be continued to another date without further notice.

2. What Is This Lawsuit About?

The operative complaint in the Lawsuit asserts claims that Saputo failed to: properly pay hourly-paid, non-exempt employees all regular, minimum, and overtime wages earned at the correct rate of pay; provide compliant meal or rest periods or compensation in lieu of those breaks at the correct rate of pay; timely pay all wages due at the termination of employment; reimburse necessary business expenses (such as cell phones); provide accurate itemized wage statements and maintain accurate employment records; pay all vested vacation wages upon termination; and provide or properly pay sick

time. Plaintiff also alleges that Saputo violated the Unfair Competition Law and contends that she and the PAGA Group Members are entitled to recover penalties under the Private Attorneys General Act (“PAGA”), Labor Code § 2698 *et seq.* A copy of the Complaint is available at [www. \[redacted\]](#)

Saputo denies all allegations in the Lawsuit and contends it complied with the California Labor Code and all other applicable laws. The Settlement is not an admission of any wrongdoing by Saputo or an indication any law was violated. The Court has not ruled on the merits of the claims asserted in the Lawsuit. By approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial.

3. Why Is There A Settlement?

The Court did not decide in favor of Plaintiff or Saputo. There was no trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, the Parties have agreed to settle the Action on the terms summarized in this Notice.

This Settlement was reached after an exchange of extensive information about the facts and legal arguments in support of, and against, all of the claims raised in the lawsuit. By settling the lawsuit, the parties avoid the burden, expense and uncertainty of litigation.

THE TERMS OF THE SETTLEMENT

4. What is the Settlement Amount?

Saputo will pay **\$2,500,000.00** as the Gross Settlement Amount (referred to as the “Gross Settlement Amount” or “GSA”). Saputo has agreed to deposit the GSA into an account controlled by the Administrator of the Settlement. The Settlement Administrator will use the GSA to pay the Individual Settlement Payments, Individual PAGA Payments, the Incentive Award to Plaintiff, Class Counsel’s attorneys’ fees and litigation costs, the Settlement Administrator’s costs, and the PAGA Settlement Amount to be paid to the California Labor and Workforce Development Agency (“LWDA”).

Court-Approved Deductions from Gross Settlement Amount:

The Parties agreed to the following deductions from the GSA and will ask the Court to approve them at the Final Approval Hearing. These deductions are subject to Court approval:

- a. **Settlement Administration Costs:** The Court has approved ILYM Group, Inc. to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, the Settlement Administration Costs, which will be based on a written bid submitted by the Settlement Administrator, will be paid from the GSA in an amount not to exceed \$16,950.00.
- b. **Penalties to the California Labor Workforce and Development Agency.** \$250,000.00 of the GSA will be allocated to Plaintiff’s penalty claim under the Private Attorneys General Act of 2004 (“PAGA”) (the “PAGA Settlement Amount”). Of this amount, 65% (or \$162,500.00) will be paid to the California Labor Workforce Development Agency (the “LWDA”) in satisfaction of the claims for penalties under PAGA and the remaining 35% (\$87,500.00) will be the PAGA Group Payment that will be distributed to the PAGA Group Members.
- c. **Attorneys’ Fees and Expenses.** Class Counsel have been prosecuting the lawsuit on behalf of the Class Members and PAGA Group Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the GSA. Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees not to exceed one-third (1/3) of the GSA (\$833,333.33), and for reimbursement of Class Counsel’s actual, reasonable, and verified litigation costs not to exceed \$35,000.00.

- d. Incentive Award to the Class Representative. Class Counsel will ask the Court to award an Incentive Award of up to \$15,000.00 to Plaintiff Sonia Chavez, as compensation for her time and effort in prosecuting this case, for undertaking the risks of payment of costs in the event of an unsuccessful outcome of this Lawsuit, and in consideration for her obligations under the Settlement Agreement

Net Settlement Amount. The exact amount of attorneys' fees, litigation costs, the Incentive Award, the PAGA Settlement Amount, and the Settlement Administration Costs will be determined by the Court at the Final Approval Hearing. The remaining portion of the GSA, the "Net Settlement Amount" or "NSA," is estimated to be \$ [REDACTED]. The NSA will be paid entirely to all Class Members who do not request to be excluded ("opt out") of the Settlement. **A claim form is not required.** Any portion of the NSA associated with a Class Member who chooses to opt out of the Settlement will be paid to Class Members who participate in the Settlement. In other words, the entire amount of the NSA will be paid to Class Members who remain in the Class.

5. How Will The Settlement Payments Be Calculated?

The proposed Settlement has two main parts: (1) a Class Settlement requiring Saputo to fund Individual Settlement Payments, and (2) a PAGA Settlement requiring Saputo to fund Individual PAGA Payments and pay the PAGA Settlement Amount to the California Labor and Workforce Development Agency ("LWDA").

Individual Settlement Payments. Payments made to Class Members shall be made from the Net Settlement Amount according to the following formula:

Individual Settlement Payments. Payments made to Class Members shall be made from the Net Settlement Amount according to the following formula: the NSA divided by the total number of workweeks worked during the Class Period by all Participating Class Members (the "Workweek Payment Rate"), multiplied by the number of workweeks worked during the Class Period by the individual Class Member at issue in a non-exempt position in California, less applicable withholdings (the "Individual Settlement Payment"). A "Workweek" means a seven (7) day period during which the Class Member worked at least one day as an hourly-paid, non-exempt California employee of Saputo, excluding any workweek that is fully covered by a prior release/settlement described above, or during which the Class Member was on a leave of absence, performed no compensable work, or did not hold a covered non-exempt position. Every Class Member will be paid a minimum of one workweek's worth of the NSA.

Individual PAGA Payment. The PAGA Group Payment of \$87,500.00 shall be distributed to PAGA Group Members by (a) dividing the PAGA Group Payment by the total number of pay periods worked by all PAGA Group Members during the PAGA Period ("PAGA Group Pay Periods"), and (b) multiplying the result by the PAGA Group Member's individual number of pay periods worked during the PAGA Period ("Individual PAGA Pay Periods"). A "Pay Period" means a pay period during which the PAGA Group Member worked at least one day as an hourly-paid, non-exempt California employee of Saputo during the PAGA Period. The individual shares of the PAGA Group Payment constitute penalties from which no deductions or withholdings will be taken. Every PAGA Group Member will receive at least a minimum Individual PAGA Payment equivalent to the amount paid to a PAGA Group Member who worked at least one Pay Period during the PAGA Period.

Taxes Owed on Payments to Class Members. Plaintiff and Saputo are asking the Court to approve an allocation of 20% of each Individual Settlement Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Saputo will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Settlement Payments on IRS 1099 Forms.

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

6. How much will my Settlement Payment be?

Saputo's records show you were employed by Saputo in California as an hourly-paid, non-exempt employee during the Class Period for <<TotalWorkweeks>> workweeks.

Based on Saputo's records, you worked <<TotalPayPeriods>> Individual PAGA Pay Periods during the PAGA Period.

It is estimated that your Individual Settlement Payment will be \$<<TotalEstAmount>> and your Individual PAGA Payment will be \$<<TotalEstPAGAAmount>>. The actual amount you receive may be more or less than the estimated amount.

HOW TO GET A PAYMENT

7. How Can I Get My Settlement Payment?

If you do nothing, you will automatically receive your Settlement Payment after the Court grants final approval of the Settlement and judgment becomes final. You must, however, notify the Settlement Administrator of any change in your name, mailing address and/or telephone number if the information shown on this Notice is not correct. **It is your responsibility to keep the Settlement Administrator informed of any change in your address. Your Settlement Payment will be mailed to the last known address the Settlement Administrator has on file for you.**

8. What If My Number Of Work Weeks or Pay Periods Is Wrong?

The number of workweeks you worked during the Class Period and the number of PAGA pay periods you worked during the PAGA Period, as recorded in Saputo's records, are stated in Section 6. You have until [redacted] to dispute the number of Workweeks and/or Pay Periods credited to you. You can submit your dispute by signing and sending a letter to the Administrator via mail, email or fax. Section 15 of this Notice has the Administrator's contact information.

You need to support your dispute by sending copies of pay stubs or other records. You should include a statement at the end of your letter that "I certify under penalty of perjury under the laws of the state of California that the information contained herein is true" and sign your letter. The Administrator will accept Saputo's calculation of Workweeks and/or Pay Periods based on Saputo's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period disputes based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Saputo's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

9. When Can I Expect To Receive My Settlement Payment?

If you do not exclude yourself from the Settlement, your share of the Settlement will be mailed to you within approximately 30 days after final judgment has been entered in this Action and all rights of appeal have expired and/or been exhausted. Your share of the Settlement will be mailed to the address on file for you. If your address is different than the address to which this Notice was mailed, you should call the Settlement Administrator at [phone number]. Please do not telephone or contact the Court for information about this Settlement.

Settlement Payment checks must be cashed within 180 calendar days from the date of mailing. The front of every check issued for Individual Settlement Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be sent to the California State Controller's Unclaimed Property Fund in your name and will be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure § 384, until such time that you claim your property or as otherwise required by law. If your check is lost or misplaced, you should immediately contact the Settlement Administrator to request a replacement.

10. What Am I Giving Up To Get A Settlement Payment?

If the Court approves the Settlement, the Court will enter judgment and the Settlement Agreement will bind all Class Members who have not timely opted out of the Settlement, and will bar all such Class Members from bringing certain claims against Saputo as follows:

Participating Class Members' Release of Claims: In consideration of the monetary sum provided by Saputo and effective only upon the Effective Date and full payment by Saputo of the Gross Settlement Amount, all Class Members whom the Settlement Administrator certifies have not timely submitted full and complete requests for exclusion, on behalf of themselves, their heirs, executors, administrators, attorneys, agents, assigns, and any entities or businesses in which any of them have a controlling ownership interest, shall fully and finally release and discharge Saputo Cheese USA, Inc. ("Saputo"), and its respective former and present parents, subsidiaries, affiliated corporations and entities, successors, insurers, clients, and vendors and independent contractors through which Saputo conducts business, and each of their respective current, former, and future officers, directors, members, managers, employees, consultants, vendors, independent contractors, clients, partners, shareholders, joint venturers and third-party agents, and any successors, assigns, legal representatives, or any individual or entity which could be jointly liable with Saputo, and all persons or entities acting by, through, under, or in concert with any of them ("**Released Parties**"), from any and all claims, rights, demands, liabilities, and causes of action of any kind arising from the alleged violation of any provision of common law, California law and/or federal law that occurred during the Class Period that were pled in the Operative Complaint, or which could have been pled based on the facts alleged in the Operative Complaint, including claims for: failure to timely pay all wages (Cal. Lab. Code §§ 201, 202, 203, 204, 204b, 210, 558); failure to pay all regular, minimum, and overtime wages, including with respect to the rate at which such wages are paid (Cal. Lab. Code §§ 204, 204b, 210, 218, 218.5, 222, 510, 558, 1182.12, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, and applicable sections of the relevant Order of the Industrial Welfare Commission); meal and rest period violations, including with respect to the rate at which premiums are paid (Cal. Lab. Code §§ 210, 226.7, 512, 516, 558, and applicable sections of the relevant Order of the Industrial Welfare Commission); failure to provide accurate wage statements (Cal. Lab. Code §§ 226, 226.3, 558); failure to reimburse all necessary business expenses, including but not limited to expenses related to cell phones, uniforms, tools, and more (Cal. Lab. Code §§ 2802, 2804); failure to maintain records (Cal. Lab. Code §§ 1174, 1174.5); failure to pay vested vacation time at termination, including with respect to the rate at which it was paid (Cal. Lab. Code §§ 227.3, 558); failure to provide sick pay or properly pay sick time, including with respect to the rate at which it was paid (Cal. Lab. Code §§ 233, 246, 248, 248.5); unfair competition in violation of California Business and Professions Code sections 17200 et seq.; and any damages, penalties, restitution, disgorgement, interest, costs, or attorneys' fees as a result thereof, and that arose during the Class Period (the "**Released Class Claims**"). The Released Class Claims do not include claims to enforce this MOU or the Long Form Settlement Agreement, or claims that may not be released as a matter of law, including, for example, claims for vested benefits under an ERISA, 401(k), or similar plan, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation, or claims based on facts occurring outside of the Class Period.

PAGA Group Members' PAGA Release: Effective upon the Effective Date and full payment by Saputo of the Gross Settlement Amount, and in consideration of the PAGA Settlement Amount, Plaintiff, on behalf of herself and the State of California, and all PAGA Group Members, waive, fully release and forever discharge the Released Parties from any and all claims for civil penalties under PAGA arising from and/or relating in any way to the claims pled in the Operative Complaint or Plaintiff's LWDA letter, or that could have been asserted based on the facts alleged in the Operative Complaint and Plaintiff's LWDA letter against Defendant, including, but not limited to, PAGA claims predicated on alleged violations of: failure to timely pay all wages (Cal. Lab. Code §§ 201, 202, 203, 204, 204b, 210, 558); failure to pay all regular, minimum, and overtime wages, including with respect to the rate at which such wages are paid (Cal. Lab. Code §§ 204, 204b, 210, 218, 218.5, 222, 510, 558, 1182.12, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198 and applicable sections of the relevant Order of the Industrial Welfare Commission); meal and rest period violations, including with respect to the rate at which premiums are paid (Cal. Lab. Code §§ 210, 226.7, 512, 516, 558, and applicable sections of the relevant Order of the Industrial Welfare Commission); failure to provide sick pay or properly pay sick time, including with respect to the rate at which it was paid (Cal. Lab. Code §§ 233, 246, 248, 248.5); failure to pay vested vacation time at termination, including with respect to the rate at which it was paid (Cal. Lab. Code §§ 227.3, 558); failure to reimburse all necessary business expenses, including but not limited to expenses related to cell phones, uniforms, tools, and more (Cal. Lab. Code §§ 2802, 2804); failure to provide accurate wage statements (Cal. Lab. Code §§ 226, 226.3, 558); failure to maintain records (Cal. Lab. Code §§ 1174, 1174.5); and that arose during the PAGA Period (the "**Released PAGA Claims**"). The Settlement and judgment entered thereon shall have res judicata effect precluding the State of California, the PAGA Group Members, and Plaintiff from initiating any other proceedings involving Released PAGA Claims.

11. What Happens If The Court Doesn't Grant Final Approval To The Settlement?

If the Settlement is not approved by the Court, or if any of its conditions are not satisfied, the conditional settlement will be voided, no money will be paid, and the case will return to litigation. If that happens, there is no assurance: (1) that the Class will be certified; (2) that any decision at trial would be in favor of Class Members; (3) that a trial decision, if any, would be as favorable to the Class Members as this Settlement; or (4) that any favorable trial decision would be upheld if an appeal was filed.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. How Do I Get Out Of The Settlement?

If you do not want to participate in the class Settlement, you should exclude yourself from this case (that is, “opt out” of the Settlement). To opt out and exclude yourself from the class case, you must provide a signed and dated letter to the Settlement Administrator requesting to be excluded. The letter must state in substance that you request exclusion from the class and do not wish to participate in the class settlement.

The opt out request letter must include the name of this action (*Sonia Chavez v. Saputo Cheese USA, Inc.*, Stanislaus County Superior Court Case No. CV-25-011575), your full name, current address, and last four digits of your social security number, signed by you, and must be postmarked and mailed to the Settlement Administrator at the address listed in Section 15 on or before [Response Deadline] (the “Response Deadline”). You may also return it by faxing to [FAX NUMBER]. Opt out requests postmarked after the Response Deadline may be disregarded.

As stated above, a Class Member’s right to opt out applies only to the class action portion of the Settlement and no opt out right applies to the settlement of PAGA claims in the Lawsuit. This means that Class Members who successfully submit a request for exclusion will not be entitled to a settlement payment for the class portion of this Settlement, and will not be bound by the class action release of this Agreement. However, Class Members who submit a valid opt out request will nevertheless be bound by the settlement and release of PAGA claims in the Settlement to the extent they are a member of the PAGA Group and will receive a payment for their individual share of the PAGA Group Payment in settlement of PAGA claims.

OBJECTING TO THE SETTLEMENT

13. Procedures for Objecting to the Settlement and/or Notices of Intention to Appear

Only Participating Class Members have the right to object to the Settlement. If you do not opt out but believe that the Court should not approve the settlement for any reason, you may object to the proposed settlement. To object, you must submit a written statement with your full name, current address, phone number, and the last four digits of your Social Security number, and your signature. The written statement should include the name of this action (*Sonia Chavez v. Saputo Cheese USA, Inc.*, Stanislaus County Superior Court Case No. CV-25-011575), a statement that you wish to object to the settlement, and the reasons that you object to the settlement. You must sign the statement.

You may also appear at the Final Approval Hearing at your expense, either in person, remotely, or through an attorney. If you desire to appear remotely, you can join via the Court’s zoom link using the access information listed in Section 14 below. You do not have to be represented by a lawyer to object. However, if you choose to retain a lawyer to represent you, you will be solely responsible for any attorneys’ fees and costs incurred.

All written objections and supporting papers must (a) clearly identify the case name and number (*Sonia Chavez v. Saputo Cheese USA, Inc.*, Stanislaus County Superior Court Case No. CV-25-011575), (b) be mailed or faxed to the settlement administrator at the address/fax number listed in Section 15 of this Notice; and (c) be postmarked or faxed on or before [Response Deadline].

Though it is preferred that Class Members submit Objections by the Response Deadline, no objecting Class Member shall be denied the ability to object at the Final Settlement Approval Hearing (whether personally or through separate counsel).

THE COURT'S FINAL APPROVAL HEARING

14. When And Where Will The Court Decide Whether To Approve The Settlement?

The Court will hold a Final Approval hearing in Department 22 of the Stanislaus County Superior Court located at 801 10th Street, Sixth Floor, Modesto, CA 95354 on [DATE], at [TIME]. At this hearing the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and litigation costs, the Incentive Award to Plaintiff, and the Settlement Administrator's costs and expenses.

You can, but don't have to, attend the Final Approval Hearing. You can attend (or hire a lawyer to attend) either personally or by telephone or video via the access information listed below. Check the Court's website for the most current information. To join remotely, approximately 30 minutes before the hearing, navigate to: [COURT REMOTE APPEARANCE URL] and enter the case number CV-25-011575, then follow the instructions to register for the hearing.

The Court may reschedule the Final Approval Hearing without further notice to Class Members. You should check the Administrator's website [redacted] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

If the Court grants final approval of the Settlement, a copy of the Final Approval Order and Judgment will be posted on the Settlement Administrator's website for you to review at [redacted] [url address], where you will find a link to the document.

GETTING MORE INFORMATION

15. Whom May I Contact If I Have Questions About The Settlement?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which is available online at [redacted]. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Stanislaus County Superior Court's website for a small cost per page at [COURT WEBSITE], or (b) in person at [records unit, hours/days] excluding Court holidays and closures, or you may contact Class Counsel (at the contact information provided below) or the Settlement Administrator.

The Settlement Agreement sets forth everything Saputo and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement or any other Settlement-related documents is to go to the Settlement Administrator's website at [redacted], where you will find links to these documents.

Class Counsel Contact Information:	Settlement Administrator Contact Information
Moon Law Group, PC Kane Moon, Esq. Allen Feghali, Esq. Charlotte Mikat-Stevens, Esq. 725 S. Figueroa Street, 31st Floor, Los Angeles, CA 90017 Email: kmoon@moonlawgroup.com cmikat-stevens@moonlawgroup.com Phone: (213) 232-3128 Fax: (213) 232-3125	[Settlement Administrator] [Address and contact info here]

DO NOT TELEPHONE THE SUPERIOR COURT OR DEFENDANT'S COUNSEL TO OBTAIN INFORMATION ABOUT THE SETTLEMENT