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as an individual and on behalf of all employees
similarly situated

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Attorneys for Defendant RONBOW CORPORATION

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

ZAKERY FERNANDEZ, as an individual and
on behalf of all employees similarly situated,

Plaintiff,

v.

RONBOW CORPORATION, a California
Corporation; DOES 1 through 50, inclusive,

Defendants.

Case No. 25CV140345

[Assigned for all purposes to Hon. Rebekah
Evenson, Dept. 24]

**PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT**

Action Filed: September 2, 2025
Trial Date: None Set

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”, “Settlement” or “Settlement Agreement”) is made by and between Plaintiff ZAKERY FERNANDEZ (“Plaintiff”) and Defendant RONBOW CORPORATION (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging claims for civil penalties for alleged California Labor Code and Industrial Welfare Commission Wage Order violations against Defendant captioned *Fernandez v. Ronbow Corporation*, Case No. 25CV140345, initiated on September 2, 2025 and pending in Superior Court of the State of California, County of Alameda.

1.2. “Administrator” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.

1.4. “Aggrieved Employee(s)” means all persons who are or were employed by Defendant in the State of California and classified as non-exempt during the PAGA Period.

1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including each Aggrieved Employee’s full name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses 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 Administrator with Aggrieved Employees.

1.7. “Approval Order” or “Judgment and Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement and entering Judgment.

1.8 “Court” means the Superior Court of California, County of Alameda.

1.9. “Defendant” means named Defendant RONBOW CORPORATION.

1.10 “Defense Counsel” means NORTON ROSE FULBRIGHT US LLP.

1.11. “Effective Date” means the date by when the Court enters a Judgment and Approval Order approving the PAGA Settlement.

1.12. “Gross Settlement Amount” means Seventy Thousand Dollars and Zero Cents (\$70,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment. In addition to the Gross Settlement Amount, the Parties have executed a separate individual settlement and release agreement that resolves and releases Plaintiff’s non PAGA claims, which are not included in this PAGA release.

1.13. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the Net Settlement Amount calculated according to the number of PAGA Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.14. “Judgment” means the Judgment and Approval order entered by the Court granting approval the PAGA Settlement.

1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under California Labor Code section 2699, subd. (i).

1.16. “LWDA PAGA Payment” means the 65% of the Net Settlement Amount paid to the LWDA under California Labor Code section 2699, subd. (i).

1.17. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.18. “PAGA” means the Private Attorneys General Act (California Labor Code § 2698. et seq.).

1.19 “PAGA Counsel” or “Plaintiff’s Counsel” means TUNYAN LAW, APC.

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

1.21. "PAGA Notice" means Plaintiff's September 2, 2025 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a). attached to this Agreement as **Exhibit A**.

1.22. "PAGA Pay Period" means any pay period during which an Aggrieved Employee was employed and performed work for Defendant for at least one day during the PAGA Period.

1.23. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and the 65% to the LWDA in settlement of PAGA claims.

1.24. "PAGA Period" means the period from September 2, 2024 to May 8, 2026.

1.25 "Plaintiff" means ZAKERY FERNANDEZ, the named plaintiff in the Action.

1.26. "Released PAGA Claims" means the claims being released by the State of California with respect to Aggrieved Employees and Plaintiff as described in Paragraph 5 below.

1.27. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries and affiliates.

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

2. RECITALS.

2.1. On September 2, 2025, Plaintiff commenced a wage-and-hour class action alleging seven causes of action against Defendant. On November 7, 2025, Plaintiff filed a First Amended Complaint adding a cause of action for civil penalties under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 et seq. ("PAGA") based on the same Labor Code violations alleged in their initial complaint. On November 17, 2025, Plaintiff filed an application to dismiss class claims in this action without prejudice, which was granted on November 18, 2025, leaving PAGA and individual claims only in this action (the "Operative Complaint").

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

2.3. Pursuant to California Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.4. On March 9, 2026, the Parties participated in an all-day mediation presided over by Michael Ludwig, Esq., which led to this Agreement to settle the Action.

2.5. Prior to mediation, Plaintiff obtained, through informal discovery, employee and payroll data, policy documents, and additional information regarding Defendant's non-exempt, hourly employees in California, which Plaintiff's Counsel reviewed and analyzed.

2.6. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay Seventy Thousand Dollars (\$70,000.00) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Judgment and Approval Order:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33 1/3% of the Gross Settlement Amount, which is currently estimated to be \$23,333.33 and PAGA Counsel Litigation Expenses Payment of not more than \$16,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees

Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$5,000 except for showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$5,000, the Administrator will retain the remainder in the Net Settlement Amount. Phoenix Class Action Administration Solutions has been selected as the Administrator, based upon its "not to exceed" bid of \$3,000.00.

3.2.3. To the LWDA and Aggrieved Employees: The Net Settlement Amount shall be paid from the Gross Settlement Amount, with 65% allocated to the LWDA PAGA Payment and 35% allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of the PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3. 2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

1 **4. SETTLEMENT FUNDING AND PAYMENTS.**

2 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant
3 estimates there are approximately **58** Aggrieved Employees who worked a total of **895** PAGA
4 Pay Periods from September 2, 2024 to March 9, 2026.

5 4.2. Aggrieved Employee Data. Within fourteen (14) days after the Effective Date,
6 Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a
7 Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the
8 Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved
9 Employee Data only for purposes of this Settlement and for no other purpose, and restrict access
10 to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved
11 Employee Data to effect and perform under this Agreement. No later than three (3) calendar
12 days after Defendant provides the Aggrieved Employees' Data to the Administrator, the
13 Administrator shall determine whether the threshold set forth in Paragraph 4.1 has been exceeded
14 and inform the Parties of this, if this has not already been determined and agreed to at an earlier
15 time. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that
16 the Aggrieved Employees' Data omitted employee identifying information and to provide
17 corrected or updated Aggrieved Employees Data as soon as reasonably feasible. The Parties and
18 their counsel will expeditiously use best efforts, in good faith, to meet and confer regarding a
19 stipulation and proposed order, to obtain the Court's approval and modification of the Judgment
20 and Approval Order, to allow data to be reconstructed and/or otherwise to resolve any issues
21 related to missing or omitted Aggrieved Employees' Data.

22 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross
23 Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) days
24 after the Effective Date.

25 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after
26 Defendant funds the Gross Settlement Amount, the Administrator will transmit payments for all
27 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment,
28 the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment.

Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses

Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid along with the Cover Letter/Notice Re: PAGA Representative Action Settlement (attached hereto as **Exhibit B**). The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered within 60 days of initial mailing, without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Division in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release.

5.1.1 Scope of Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Pursuant to the individual settlement and release agreement Plaintiff also provides a general release of all claims as defined in a separate individual settlement and release agreement. Plaintiff's Release does not apply to: (i) claims or actions to enforce PAGA Settlement Agreement; (ii) claims premised upon vested rights Plaintiff may have under Defendant's ERISA-covered employee benefit plans; and (iii) claims that controlling law clearly states may not be released by private settlement, such as claims for unemployment benefits, state-sponsored disability benefits, social security benefits, or workers' compensation benefits. With the exception of Plaintiff, who will execute an individual settlement agreement which includes a general release of all claims, this settlement shall not impact Aggrieved Employees' ability to assert claims other than the PAGA claims being released by this Settlement.

5.1.2 Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

1 5.2 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release,
 2 on behalf of themselves and their respective former and present representatives, agents,
 3 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for
 4 civil penalties under the California Private Attorneys General Act, California Labor Code §
 5 2698, et. seq. ("PAGA") based on the PAGA Period facts stated in the Operative Complaint and
 6 the PAGA Notice filed with the LWDA or that could have been alleged in the Operative
 7 Complaint and the PAGA Notice based upon the facts and/or claims alleged in the Operative
 8 Complaint or in the PAGA Notice ("Released Claims").

9 5.3 Release by PAGA Counsel: PAGA Counsel release on behalf of their present and
 10 former attorneys, employees, agents, successors and assigns the Released Parties from all
 11 claims for PAGA Counsel Fees incurred in connection with the Operative Complaint and the
 12 PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

13 **6. MOTION OR STIPULATION FOR APPROVAL OF SETTLEMENT.**

14 Plaintiff's Counsel agrees to prepare and file a joint stipulation or motion for approval of
 15 this Settlement.

16 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
 17 documents necessary for obtaining approval of this Settlement under California Labor Code
 18 Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA
 19 Settlement and entering Judgment; (ii) a signed declaration from the Administrator attaching its
 20 "not to exceed" bid for administering the Settlement and attesting to its willingness to serve;
 21 competency; operative procedures for protecting the security of Aggrieved Employee Data;
 22 amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all
 23 facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the
 24 LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or
 25 Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely
 26 transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor
 27 Code section 2699.3, subd. (a)), Operative Complaint (California Labor Code section 2699,
 28 subd. (l)(1)), this Agreement (California Labor Code section 2699, subd. (l)(2)); and all facts

relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

6.2. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the stipulation or motion for approval of this Settlement no later than thirty (30) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Judgment and Approval Order to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed stipulation or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the joint stipulation or motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall establish an Employer Identification Number for purposes of administering this Settlement, if necessary, and calculating payroll tax withholdings and providing reports state and federal tax authorities.

1 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
2 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation
3 section 468B-1.

4 7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks
5 to be performed or observed by the Administrator contained in this Agreement or otherwise.

6 **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE**

7 Based on its records, Defendant estimates that, there are 58 Aggrieved Employees who
8 worked 895 Pay Periods from September 2, 2024 to March 9, 2026. This estimate serves as the
9 basis for Plaintiff’s accepting the Gross Settlement Amount. If the number of actual PAGA Pay
10 Periods during the PAGA Period exceeds 10% of the estimated PAGA Pay Periods (i.e., exceeds
11 985 pay periods), Defendant shall increase the Gross Settlement Amount by a pro-rata dollar
12 value equal to the number of pay periods in excess of 985 pay periods. For example, if there is a
13 1% increase over 10% then the Gross Settlement Amount increases by 1%. Seven (7) calendar
14 days prior to filing PAGA approval motion or joint stipulation Defendant shall provide to
15 Plaintiff’s counsel the estimated number of PAGA Pay Periods as of May 8, 2026.

16 **9. CONTINUING JURISDICTION OF THE COURT.**

17 The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the
18 Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or
19 Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-
20 Judgment matters as are permitted by law.

21 9.1. Waiver of Right to Appeal. Provided the Judgment and Approval Order is consistent
22 with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees
23 Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel
24 waive all rights to appeal from the Judgment and Approval Order, including all rights to post-
25 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for
26 new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of
27 the right to oppose any motions, writs or appeals challenging the Judgment and Approval Order.
28 If another party appeals the Judgment and Approval Order, the Parties’ obligations to perform

under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment and Approval Order becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.2. Enforcement. In the event that one or more of the Parties to this Settlement institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs incurred in connection with any enforcement actions.

10. ADDITIONAL PROVISIONS.

10.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint or the PAGA Notice Letter have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement

1 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
2 terms of this Agreement including any amendments to this Agreement.

3 10.4. Cooperation. The Parties and their counsel will cooperate with each other and use
4 their best efforts, in good faith, to implement the Settlement by, among other things, modifying
5 the Settlement Agreement, submitting supplemental evidence and supplementing points and
6 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
7 or content of any document necessary to implement the Settlement, or on any modification of the
8 Agreement that may become necessary to implement the Settlement, the Parties will seek the
9 assistance of a mediator and/or the Court for resolution.

10 10.5. No Prior Assignments. The Parties separately represent and warrant that they have
11 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
12 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
13 action, or right released and discharged by in this Settlement.

14 10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant, nor Defense
15 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
16 Settlement be relied upon as such within the meaning of United States Treasury Department
17 Circular 230 (31 CFR Part 10, as amended) or otherwise.

18 10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended,
19 modified, changed, or waived only by an express written instrument signed by all Parties or their
20 representatives, and approved by the Court.

21 10.8. Agreement Binding on Successors. This Agreement will be binding upon, and
22 inure to the benefit of, the successors of each of the Parties.

23 10.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will
24 be governed by and interpreted according to the internal laws of the state of California, without
25 regard to conflict of law principles.

26 10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and
27 preparation of this Agreement. This Agreement will not be construed against any Party on the
28 basis that the Party was the drafter or participated in the drafting.

10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Aggrieved Employees' Data provided to PAGA 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 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, and only after any court-ordered deadlines and/or hearing regarding final accounting and related compliance, Plaintiff and PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement funds, Defendant make a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

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

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

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

To Plaintiff:
Lilit Tunyan
ltunyan@tunyanlaw.com
Artur Tunyan
atunyan@tunyanlaw.com

TUNYAN LAW, APC
535 N Brand Blvd. Suite 285
Glendale, California 91203
Telephone: (323) 410-5050

To Defendant:
Deborah F. Birndorf
debbie.birndorf@nortonrosefulbright.com

Alia L. Chaib
alia.chaib@nortonrosefulbright.com

Natalie M. Lagunas
natalie.lagunas@nortonrosefulbright.com

NORTON ROSE FULBRIGHT US LLP
555 South Flower Street
Forty-First Floor
Los Angeles, California 90071
Telephone: (213) 892-9200
Facsimile: (213) 892-9494

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

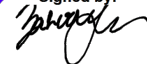
10.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation of the Action shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to California Code of Civil Procedure Section 583.330 to extend the date to bring a case to trial under California Code of Civil Procedure Section 583.310 for the entire period of this settlement process.

The Parties hereby execute this Agreement.

IT IS SO AGREED:

Dated: 5/12/2026 | 5:37 PM PDT

ZAKERY FERNANDEZ

Signed by:

AF6A1877856C48B...

By:

ZAKERY FERNANDEZ

Dated: May 15, 2026

RONBOW CORPORATION

By: 
Jason Chen (May 15, 2026 11:40:58 PDT)

[NAME] Jason Chen

[TITLE] CEO

1 Dated: 5/12/2026 | 5:38 PM PDT

TUNYAN LAW, APC

DocuSigned by:

Lilit Tunyan

C1FEE94AA91E49A...

2 By:

3 Lilit Tunyan

4 Artur Tunyan

Attorneys for Plaintiff ZAKERY FERNANDEZ

5 Dated: May 15, 2026

NORTON ROSE FULBRIGHT US LLP

6 By:

Deborah F. Birndorf

7 Deborah F. Birndorf

8 Alia L. Chaib

9 Natalie M. Lagunas

10 Attorneys for Defendant RONBOW CORPORATION

Exhibit “A”



535 N. Brand Blvd., Suite 285
Glendale, CA 91203
Tel: (323) 410-5050
ltunyan@tunyanlaw.com

September 2, 2025

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGAfilings@dir.ca.gov

VIA CERTIFIED MAIL
Return Receipt Requested

Ronbow Corporation
7150 Patterson Pass Rd., Suite F
Livemore, CA 94550

VIA CERTIFIED MAIL
Return Receipt Requested

Teresa L Chen
Agent for Service of Process for
Ronbow Corporation
1430 Channing Avenue
Palo Alto, CA 94301

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

Re: *Fernandez v. Ronbow Corporation*

To Whom It May Concern:

Please be advised that my office has been retained by Zakery Fernandez (“Plaintiff”) to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer Ronbow Corporation (“Defendant”). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which Plaintiff alleges Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of himself as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendant in California as an hourly paid, non-exempt

employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Plaintiff and the Aggrieved Employees of Defendant suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff's Employment with Defendant

Defendant owns and operates an industry, business, and establishment within the State of California. As such, Defendant is subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission (“IWC”).

Plaintiff worked for Defendant as an equipment operator from approximately June 2025 to August 27, 2025, primarily in Alameda County. Defendant classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendant, Plaintiff typically worked 4 days per week, and over 8 hours each workday.

Throughout Plaintiff's employment, Defendant committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Individual Liability Under Labor Code § 558.1

Labor Code § 558.1 permits joint and several liability as to both an individual and employer for violations of Labor Code §§ 203, 226, 226.7, 1194, and 2802. Defendant, at all relevant times, was an employer or person acting on behalf of employer(s) who violated Plaintiff's and the Aggrieved Employees' rights by violating various sections of the California Labor Code. The California Legislature defines "other person acting on behalf of an employer" as "a natural person who is an owner, director, officer, or managing agent of the employer." The "managing agent" definition mirrors that found in California's punitive damages statute (subdivision (b) of section 3294 of the Civil Code). Under that statute and supporting case law, "managing agents" are all employees who exercise substantial independent authority and judgment in their corporate decision-making such that their decisions ultimately determine corporate policy. *White v. Ultramar, Inc.* (1999) 21 Cal. 4th 563, 566-67. For the reasons set forth above and others, at all relevant times, any above-listed individuals meet the criteria of managing agents under California Law, and therefore, may be held liable under California Labor Code sections 558 and 558.1 for violations of Labor Code §§ 203, 226, 226.7, and 1194 as further described in detail below.

Plaintiff intends to further name any unknown individuals responsible for violations arising under Labor Code sections 558 and 558.1 after further discovery. Plaintiff will ask the Court to relate the amendment of the PAGA charge and the operative complaint to the date of filing of these charges. Plaintiff asks and demands that Defendant put these individuals on notice immediately to provide them as much notice possible to mount in defense. In the alternative, Plaintiff also offers

to Defendant to place those individuals on notice if Defendant voluntarily provides their contact information.

Failure to Pay for All Hours Worked, Including Overtime

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §1194, subdivision (a) provides that notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit. Further, pursuant to Labor Code §1197, payment of less than the minimum wage fixed by the Labor Commission is unlawful.

Labor Code § 1197 provides the California requirement that employees must be paid at least the minimum wage fixed by the IWC, and any payment of less than the minimum wage is unlawful. Furthermore, "in any action under Labor Code §§ 98, 1193 .6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon ... " See California Labor Code § 1194.2.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory period, Defendant maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees for all hours worked. Defendant required Plaintiff and the Aggrieved Employees to work in excess of eight (8) hours per day, but failed to pay all overtime pay. Throughout the statutory time period, Defendant also regularly used a system of time rounding in a manner that resulted, over a period of time, in failing to compensate Plaintiff and the Aggrieved Employees properly for all the time they have actually worked, even though the realities of Defendant's operations are such that it is possible, practical, and feasible to count and

pay for work time to the minute. Accordingly, Defendant frequently paid Plaintiff and the Aggrieved Employees less than all their work time. Some of this unpaid work also should have been paid at the overtime rate. Throughout the statutory time period, Plaintiff and the Aggrieved Employees were also regularly required to work off-the-clock, uncompensated as they were required to send and respond to work-related messages, work instructions, to approve their time sheets using their personal cell phones after their scheduled shifts.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime. This conduct also results in violations of Labor Code §§ 218.5, 510, 558.1, 1198-1199, and all applicable IWC Wage Orders, section 12(A). These violations subject Defendant to civil penalties under Labor Code §§ 558, 558.1, 218.5, and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code Section and Wage Order provision results in a separate civil penalty, for each non-exempt aggrieved employee, for each pay period during which the referenced statutes and Wage Order provisions were violated.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Plaintiff and the Aggrieved Employees would often times take late or interrupted first meal periods and have never been authorized to take second meal periods when worked 10 hours or more per shift. Most importantly, Defendant did not instruct and allow Plaintiff and the Aggrieved Employees to record their meal periods in violation of California. Based on information and belief, even if the meal periods were automatically deducted, they did not reflect the actual meal period time. Most importantly, Plaintiff and the Aggrieved Employees were required to keep their phones on and to receive and respond to work-related messages during their meal and rest periods. Accordingly, Defendant's policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Based on information and belief, despite Defendant's failure to provide lawful meal periods, Defendant implemented a policy and/or practice of rounding the start and end times of Plaintiff's and the Aggrieved Employees' meal periods and/or automatically deducting at least thirty minutes per shift for missed and/or otherwise unlawful meal periods, despite having actual and/or constructive knowledge that Plaintiff and the Aggrieved Employees did not receive lawful meal periods.

Moreover, based on information and belief, Defendant failed to keep accurate records of the true start and end times of Plaintiff's and the Aggrieved Employees' meal periods. Based on information and belief, to the extent meal period were recorded, Defendant illegally rounded the start and end times of purported meal periods resulting in Plaintiff and the Aggrieved Employees not being paid for all time worked as well as late and/or shortened meal periods. See *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages. The aforementioned conduct also results in violations of Labor Code §§ 226.7, 512, and 1198- 1199, and all applicable IWC Wage Orders, section 11(A) and (C) along with all applicable IWC Wage Orders. These violations subject Defendant to civil penalties under Labor Code §§ 558.1, 558 and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each non-exempt aggrieved employee for each pay period during which the referenced statutes and Wage Order provisions were violated. Defendant's failure to provide valid meal periods, and the automatic deduction for meal periods that were not provided/valid, ultimately results in further violations, such as violations of Labor Code sections 1174, 1199, 226.6, discussed above, and other violations discussed below.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendant, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant

authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Most importantly, Plaintiff and the Aggrieved Employees were required to keep their phones on and to receive and respond to work-related messages during their meal and rest periods. Accordingly, Defendant's policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages. The aforementioned conduct also results in violations of Labor Code §§ 226.7, and 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject Defendant to civil penalties under Labor Code sections 558, 2699, and all applicable IWC Wage Orders, § 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each non-exempt aggrieved employee for each pay period during which the referenced statutes and Wage Order provisions were violated

Failure to Maintain Accurate Records of Hours Worked

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Throughout the statutory period, Defendant failed to maintain accurate time records. Plaintiff and the Aggrieved employees have never been required to record their meal periods.

Defendant's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to

dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods. Defendant's failure to keep accurate and complete payroll records for Plaintiff and non-exempt aggrieved employees violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Defendant to civil penalties under Labor Code §§ 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each non-exempt aggrieved employee, results in a separate civil penalty.

Failure to Reimburse and Indemnify Expenses

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant without reimbursement. Plaintiff failed to reimburse Plaintiff and the Aggrieved Employees for personal cell phone usage as Plaintiff and the Aggrieved Employees were required to use their personal cell phones to record their time through an application on their phone, to send and respond to work-related messages and work instructions, approve their time sheets and inform their supervisors when they had to leave the jobsite to go to bathroom.

Plaintiff and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendant, and Defendant have failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-

two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant' employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination. Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. Lab. Code § 226(e)(2)(B)(iii).

The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” Lab. Code § 226(e)(1).

Defendant intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly list gross wages earned, and the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendant violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant’s failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. Lab. Code § 204(a). The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period. Lab. Code § 204(d).

Throughout the statute of limitations period applicable to this cause of action, employees were also entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all

wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owe employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Provide Paid Sick Leave and Written Notice of Available Paid Sick Leave (Violations of Labor Code §§ 245-248.5)

Throughout the relevant time period, Defendant failed to provide proper paid sick leave to Plaintiff and the Aggrieved Employees. Defendant either failed to provide paid sick leave at all or improperly calculated the sick leave accrual and the sick leave rate of pay owed to Plaintiff and the Aggrieved Employees by failing to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work including but not limited to work completed during unpaid meal periods and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses and/or other non-discretionary compensation into the sick leave pay rate calculation).

Based on information and belief, Defendant further failed to provide notice of the correct sick leave amount balance available to Plaintiff and the Aggrieved Employees on their wage statements or other written statements.

Based on information and belief, Defendant failed to put the Aggrieved Employees on notice of their paid sick leave rights-or thereby putting their entitlement to sick leave in a Labor Code § 2810.5 notice. In addition, Defendant failed to maintain accurate records of used sick leave and the balance of paid sick leave left to the Aggrieved Employees throughout the relevant time period.

Based on information and belief, throughout the relevant period, Defendant failed to provide notice of sick leave amount balance left for Plaintiff and the Aggrieved Employees, thus affecting their intelligent exercise of their paid sick leave. But for this failure, Plaintiff and the Aggrieved Employees would have used their paid sick leave at least prior to their respective separations, for as on several occasions thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate compensation.

This illegal retention of paid sick leave is unlawful, and Plaintiff seeks all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of Plaintiff and all non-exempt aggrieved employees.

In violation of Labor Code § 247.5, Defendant failed to maintain records documenting the hours worked and paid sick days accrued and used by Plaintiff and the Aggrieved Employees, permitting the presumption that Plaintiff and the Aggrieved Employees were entitled to the maximum number of hours accruable under this article.

Labor Code § 246 (i) requires employers to provide an employee with written notice that sets forth the amount of paid sick leave available.

Upon information and belief, Defendant further failed and continue to fail to comply with Labor Code § 246, by failing to provide Plaintiff and all non-exempt aggrieved employees with a Labor Code § 226 wage statement, or separate writing containing the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays wages.

Defendant unlawfully retained and continue to retain paid sick leave that should have been paid but was not, as a result of Defendant's failure to properly institute a paid sick leave program.

On information and belief, Plaintiff alleges that all of these practices were experienced and continue to be experienced by the Aggrieved Employees.

Plaintiff requests all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to Defendant's sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law. Plaintiff requests all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code §§ 233 and 234, which incorporates the paid sick leave requirements., Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to provide any information on accrued sick leave.

Standard Conditions of Labor Violations

Together, Labor Code §§ 1198 and 1199 make unlawful any employment of any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal, or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including §§ 1174, 1197, and 1198, or order or ruling of the commission.

Therefore, Defendant's violations, including but not limited to, with respect to meal periods, rest periods, recordkeeping provisions, minimum wages and overtime wages, business expenses and other violations described herein result in separate violations of §§ 1198 and 1199, which subject Defendant to civil penalties under Labor Code §§ 1197.1 and 2699.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees including but not limited to Labor Code §§ 201-203, 204, 226, 226.7, 245-248.6, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802, 2810.5, and all applicable Wage Orders.

Defendant has violated the above-referenced California Labor Code provisions, the applicable IWC Wage Order, including but not limited to all applicable Wage Orders, as well as other laws, and is liable for all applicable premium wages, statutory and civil penalties, interest, attorneys' fees, and costs. The civil penalties Plaintiff and The Aggrieved Employees seek to recover include, but are not limited to, the statutory and civil penalties specified above.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 218.5, 225.5, 226, 226.3, 226.6, 233, 234, 558, 558.1, 1174.5, 1197.1, 1198, 1198.5, 1199, 2802, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence to its corporate address and address of the agent for service, as indicated on the first page.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of additional compensation owed or losses incurred by Plaintiff or by any other aggrieved employee of Defendant or any additional facts, Plaintiff expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,



Lilit Tunyan, Esq.
TUNYAN LAW, APC

Exhibit “B”

[Mailing Date]

NOTICE OF SETTLEMENT

Name
Address
City, State, Zip

Re: *Fernandez v. Ronbow Corporation*
Alameda County Superior Court, Case No. 25CV140345 (the "Lawsuit")

A settlement has been reached and approved by the Court in the above-referenced Lawsuit. You have been identified as one of the Aggrieved Employees entitled to receive proceeds from that settlement because you worked for Ronbow Corporation ("Defendant") in California at some point between September 2, 2024 to May 8, 2026 ("Aggrieved Employees").

In the Lawsuit, plaintiff Zakery Fernandez ("Plaintiff") alleged, on behalf of himself and all other Aggrieved Employees, that Defendant failed to pay all wages and sick pay, to provide meal periods or rest periods; to keep accurate itemized wage statements, to pay wages upon termination of employment, to reimburse business expenses as required by California law. Defendant denies Plaintiff's allegations and maintains that it has complied with all applicable laws referenced in the Lawsuit.

On _____, 2026, the Alameda County Superior Court issued an Order approving the settlement of claims for civil penalties brought pursuant to the Private Attorneys General Act of 2004 ("PAGA") in the amount of \$70,000 ("Settlement"). After accounting for the relevant fees and costs and the portion of the Settlement that PAGA requires to be paid to the California Labor and Workforce Development Agency, \$_____ will be paid to the Aggrieved Employees on a pro-rata basis based on the number of pay periods each Aggrieved Employee worked during the pertinent period.

By way of this Settlement, Defendant and the Released Parties¹ have been released from any and all claims for civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, et. seq. ("PAGA") based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice filed with the LWDA or that could have been alleged in the Operative Complaint and the PAGA Notice based upon the facts and/or claims alleged in the Operative Complaint or in the PAGA Notice.

You are receiving a portion of the Settlement because you are one of the Aggrieved Employees included in the Lawsuit. Your enclosed check, in the amount of <<PAGAClass_Amt>>, is valid for 180 days from the date of its issuance. Please deposit it before then because, after that date, it

¹ Released Parties are defined by the Settlement as: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries and affiliates.

will be null and void. Unclaimed funds will be distributed to the State Controller's Office, Unclaimed Property Division.

<u>Questions About the Settlement:</u>	<u>Questions About Your Check or Address Information:</u>
Defendant's Representative Deborah F. Birndorf and Alia Chaib Norton Rose Fulbright US LLP 555 Flower Street, Forty-First Floor Los Angeles, CA 90071 (213) 892-9200	<i>Fernandez v. Ronbow Corporation</i> c/o Phoenix Class Action Administration Solutions P.O. Box 7208 Orange, CA 92863 Toll Free Phone Number: (800) 523-5773 Email: info@phoenixclassaction.com or notice@phoenixclassaction.com

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

PAGA settlement agreement signed by Plaintiff (003)

Final Audit Report

2026-05-15

Created:	2026-05-14
By:	Alla Chaib (alla.chaib@nortonrosefulbright.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZ0Y3aB2yRNTxIX6R-AKpnyb-HebqiN8e

"PAGA settlement agreement signed by Plaintiff (003)" History

-  Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)
2026-05-13 - 0:38:12 AM GMT
-  Document created by Alla Chaib (alla.chaib@nortonrosefulbright.com)
2026-05-14 - 4:58:54 PM GMT
-  Document emailed to jason.chen@ronbow.com for signature
2026-05-14 - 5:01:42 PM GMT
-  Email viewed by jason.chen@ronbow.com
2026-05-15 - 6:38:09 PM GMT
-  Signer jason.chen@ronbow.com entered name at signing as Jason Chen
2026-05-15 - 6:40:56 PM GMT
-  Document e-signed by Jason Chen (jason.chen@ronbow.com)
Signature Date: 2026-05-15 - 6:40:58 PM GMT - Time Source: server - Signature Appearance Selected: DRAW
-  Agreement completed.
2026-05-15 - 6:40:58 PM GMT