PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Roberto Carrillo ("Plaintiff") and defendants Southwind Foods, LLC, Southwind DG, LLC, Great American International Seafood Market LLC (collectively "Southwind"), Workforce Outsourcing, Inc. and PriorityWorkforce, Inc. (collectively "Priority" and together with Southwind "Defendants"). The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

1. **DEFINITIONS**.

- "Action" means Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendants captioned *Roberto Carrillo v. Southwind Foods, LLC., et al.*, Los Angeles County Superior Court, Case No. 23CMCV00878, which was filed on June 12, 2023.

- "Administrator" means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to be responsible for the administration of the Settlement payments and notices to the aggrieved employees and LWDA.

- "Administration Expenses Payment" means the amount ($9,500) 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.

- "Aggrieved Employee" means all non-exempt employees who were employed by Priority and placed on assignment to work for Southwind in California and all non-exempt employees who were employed by Southwind in California for at least one (1) day during the PAGA Period.

- "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

- "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.

- "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

- "Court" means the Superior Court of California, County of Los Angeles.

- "Defense Counsel" collectively refers to (1) Rutan & Tucker, LLP, who represents Priority; and (2) Snell & Wilmer LLP, who represents Southwind.

- "Effective Date" of this Agreement shall be the later of: (i) the 61st day after service of notice of entry of the Final Approval and Judgment, if no appeal, review, or writ has been filed; or (ii) if an appeal, review, or writ is sought from the Final Approval and Judgment, the day after the Final Approval and Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Final Order and Judgment is no longer subject to further judicial review. The Effective Date is conditioned upon all of the following occurring: (a) this Agreement has been signed by the Parties, PAGA Counsel, and Defense Counsel; and (b) the Court has entered the Final Approval and Judgment.

- "Enhancement Payment" means the Court-approved payment to Plaintiff in the amount of $15,000, to be paid from the Gross Settlement Amount, for initiating the Action, providing services in support of the Action, and in exchange for a general release of claims against Defendants, including a release of unknown claims under Civil Code section 1542.

- "Funding Date" means thirty (30) calendar days after the Effective Date and is the date by which Defendants shall transfer the Gross Settlement Amount to the Administrator.

- "Gross Settlement Amount" means four hundred fifty thousand dollars ($450,000.00), which is the total amount Defendants agree 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, the Enhancement Payment, and the Administrator's Expenses Payment.

- "Individual PAGA Payment" means each Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

- "Judgment" means the judgment entered by the Court based upon the approval of the Settlement.

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

- "LWDA PAGA Payment" means the 75% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699, subd. (i).

- "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, Enhancement Payment, and the Administration Expenses Payment. The remainder is the Net Settlement Amount, which shall be allocated to PAGA Penalties.

- "PAGA Counsel" means David Alami, Daniel J. Hyun, and Shaheen Anthony Etemadi of Torus, LLP, the attorneys representing the Plaintiff in the Action.

- "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.

- "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked at Southwind's worksite for at least one day during the PAGA Period.

- "PAGA Period" means the period from April 7, 2022 through August 11, 2025.

- "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. Et seq.).

- "PAGA Notice" means Plaintiff's April 7, 2023 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

- "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to LWDA in settlement of PAGA claims.

- "Plaintiff" means Roberto Carrillo, the named plaintiff in the Action.

- "Released PAGA Claims" means all PAGA claims that were or could have been alleged against Defendants based upon the facts and circumstances identified the PAGA Notice and the Operative Complaint in the Action, which arose during the PAGA Period. Without limiting the foregoing, and in addition to the foregoing, the release includes all civil penalties under California Labor Code Section 2699 *et seq.* for the alleged failure to pay all minimum, regular, overtime, and double time wages; failure to pay for all hours worked at the legally mandated rates; failure to provide meal periods or issue premium pay in lieu thereof; failure to authorize and permit rest breaks or issue premium pay in lieu thereof; failure to calculate, pay, and provide paid sick leave; failure to reimburse employees for all necessary business expenses; failure to pay all vacation wages; failure to provide accurate itemized wage statements; failure to maintain accurate time, pay, and employment records; failure to timely pay all wages owed during employment and upon separation; secretly paying wages lowered than the statutory or contractual rate; and alleged violations of Labor Code sections 201, 202, 203, 204, 206, 210, 221, 223, 226, 226.2, 226.3, 226.7, 227.3, 246, 246.5, 247, 247.5, 248.5, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802, and the applicable IWC Wage Orders.

- "Released Parties" means: Defendants and each of their respective former, current, and future parent companies, subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors, and employees) predecessors, successors, and assigns, and any individual or entity which could be jointly liable with Defendants.

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

2. RECITALS.

- On June 12, 2023, Plaintiff commenced this Action by filing a representative action complaint ("Operative Complaint") alleging causes of action against Defendants for various wage and hour violations under PAGA alleging unpaid wages (including minimum, regular, overtime, and double time wages), compensation for non-compliant meal periods and rest breaks, waiting time penalties, itemized wage statement penalties, and business expense reimbursements, among other claims, plus penalties, reasonable attorneys' fees, and costs. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.

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

- On October 22, 2024, the Parties participated in an all-day mediation with experienced class and PAGA mediator, Mike Young, Esq. While mediation was unsuccessful, negotiations continued for months thereafter and the Parties eventually reached an agreement to settle the case.

- Prior to mediation, Plaintiff obtained, through informal discovery, substantial data and documents pertaining to Plaintiff's PAGA claim against Defendants, including Plaintiff's personnel file, pay records, and time records, a data sampling of other employees' time and pay records, and documents pertaining to Defendants' workplace policies and practices.

3. MONETARY TERMS.

3..1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay $450,000.00 and no more as the Gross Settlement Amount. Defendants have 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 Defendants or any other defendant in the Action.

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 Final Approval:

3..2.1. To Plaintiff: Subject to approval by the Court, an Enhancement Payment to Plaintiff of not more than $15,000 (in addition to any Individual PAGA Payment that Plaintiff is entitled to receive as an Aggrieved Employee). Defendants will not oppose Plaintiff's request for an Enhancement Payment that does not exceed this amount. To the extent the Enhancement Payment is less or the Court approves payment less than $15,000, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Enhancement Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Enhancement Payment.

3..2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than $180,000 and PAGA Counsel Litigation Expenses Payment of not more than $20,000. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts unless increased pursuant to Paragraph 8 below. 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 Defendants and the Released Parties harmless, and indemnifies Defendants and the Released Parties, from any dispute or controversy regarding any division or sharing of any of these Payments.

3..2.3. To the Administrator: An Administrator Expenses Payment not to exceed $9,500 except for a 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 $9,500, the Administrator will retain the remainder in the Net Settlement Amount.

3..2.4. To the LWDA and Aggrieved Employees: 75% of the PAGA Penalties will be allocated to the LWDA PAGA Payment and 25% of the PAGA Penalties will be allocated to the Individual PAGA Payments.

- The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's pay periods during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

3..2.5. No Additional Attorneys' Fees And Costs: No Aggrieved Employee, or PAGA Counsel, or any other attorney acting for any Aggrieved Employee may recover or seek to recover any amounts for fees, costs, or disbursements arising from the Action or the Gross Settlement Amount from the Released Parties except as expressly provided for in this Agreement.

4. SETTLEMENT FUNDING AND PAYMENTS.

- Aggrieved Employee Pay Periods. Based on a review of records, Defendants estimate that as of August 11, 2025, there are approximately 1,000 Aggrieved Employees who worked an approximate total of 35,080 pay periods during the PAGA Period.

- Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator on or before the Funding Date.

- Aggrieved Employee Data. Within 10 calendar days of the Effective Date, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of one or more Microsoft Excel spreadsheet(s). To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

- Payments from the Gross Settlement Amount. Within 14 calendar days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, Enhancement Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and PAGA Counsel Litigation Expenses Payment.

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. The face of each check shall prominently state the date (not less than 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 Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4..2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks 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, or requested by the Aggrieved Employee prior to the void date.

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 State Controller's Office's Unclaimed Property Fund in the name of the Aggrieved Employee.

4..4. The payment of Individual PAGA Payments shall not obligate Defendants 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 Defendants fully fund the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. In addition to the claims released under Sections 5.2 and 5.3 below, Plaintiff and Plaintiff's former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, agree to a general release of any and all claims, transactions, primary rights, or occurrences against Released Parties—which will include without limitation any and all claims which in any way relate to Plaintiff's employment with Defendants, under State or Federal law, in tort, common law, statute, contract, or equity, whether pled in the Operative Complaint or not, including, but not limited to any claims under the FLSA, Title VII, ADA, FEHA, ADEA, PAGA, California Labor Code, or any Industrial Welfare Commission Wage Order—now existing or arising in the future, based on any act, omission, event, occurrence, primary right, or nonoccurrence from the beginning of time to the date of execution hereof ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, and workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release will be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 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.

5.2 Release by Aggrieved Employees and the State of California. Upon the Effective Date and Funding in full of the Gross Settlement Amount, Aggrieved Employees and the State of

California are deemed to have released, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendants and the Released Parties from the Released PAGA Claims. The Parties agree there is no statutory right for any Aggrieved Employee to object, opt out, or otherwise exclude himself or herself from the Settlement. The Parties further agree there is no right or opportunity for any Aggrieved Employee to appeal the approval of the Settlement by the Court. This Agreement shall not be subject to collateral attack by any Aggrieved Employee.

5.3 Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Notice, or otherwise incurred to prosecute the Action.

6. STIPULATION OR MOTION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file a stipulation or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (l)(2)), including (i) a draft proposed Order Granting Approval of PAGA Settlement; and (ii) a draft stipulation (or if necessary, a motion and supporting declarations) for a Court order granting approval of the PAGA Settlement.

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 sixty (60) days after the full execution of this Agreement. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

6.3 Duty to Cooperate. If the motion and proposed order are denied or the Parties disagree on any aspect of the proposed application 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 motion(s) 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, the Administrator 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 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE. Defendants have represented that there are approximately 33,000 pay periods during the PAGA Period. Should the actual number of pay periods during the PAGA Period increase beyond 10% (i.e., more than 36,300), Defendants shall have the option of (a) increasing the Gross Settlement Amount by the percentage increase in the number of pay periods worked above 10% (e.g. if the number of pay periods increases by 11% to 36,630 or more pay periods, the Gross Settlement Amount will increase by 1%) or (b) rolling back the PAGA Period end date to the date in which the number of combined pay periods does not exceed 36,300.

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

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Enhancement Payment, and Gross Settlement Amount, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 Notice to LWDA. PAGA Counsel shall comply with all notices required to be provided to the LWDA, including provision of notice of this Agreement to the LWDA and provision of any copy of the Court's order approving this Agreement.

10.2 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' 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, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' 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).

10.3 Effective Date of Defendants' Obligations Under This Agreement. Defendants' obligations under this Agreement will become final and effective only upon the occurrence of the Effective Date. In the event that any of the conditions specified in this Agreement are not satisfied, or in the event that this Settlement does not obtain approval of the Court for any reason, all matters covered by this Agreement will be null and void. In such event, neither this Agreement, nor any negotiations leading to this Settlement, will be used or construed by or against any Party as a determination, admission, or concession of any issue of law or fact in the litigation; and the Parties do not waive, and instead expressly reserve, their respective rights regarding the prosecution and defense of the Action, including all available defenses and affirmative defenses, and to challenge any claim, as if this Agreement never existed.

10.4 Nullification. If: (1) the Court should for any reason fail to enter the Final Order and Judgment; or (2) the Court's Final Order and Judgment is reversed or modified as to any material term as defined above, or declared or rendered void as to any material term as defined above, then (a) the Agreement shall become null and void; and (b) the Parties will revert to their respective positions immediately prior to reaching the settlement.

10.5 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.

10.6 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

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

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

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

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

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

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

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

10.14 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. In addition, other than information necessary to secure Court approval of this settlement, Plaintiff and PAGA Counsel agree that the terms of this Settlement Agreement (including, but not limited to, the Gross Settlement Amount), the negotiations leading to the execution of this Settlement Agreement, and the Settlement Agreement itself, shall not be discussed with or publicized or promoted to the media (including, without limitation, legal periodicals and publications such as "Jury Verdicts," disclosure of the Settlement Agreement on any web site of PAGA Counsel or any other website, or on any blogs, articles, or on any social media platforms or channels), or the public at large, without the advance written consent of Defendants. The Parties intend this Paragraph to prohibit Plaintiff and PAGA Counsel from discussing, answering questions about, promoting or publicizing the Settlement Agreement, its terms, or the negotiations leading to the Settlement Agreement with anyone other than the Court or those individuals necessary to effectuate the terms of the Agreement. Notwithstanding the foregoing, Plaintiff and PAGA Counsel (1) may tell the public in general only that certain claims "have been resolved by the Parties;" and (2) may disclose the terms of the Settlement Agreement (a) in appropriate filings with the Court in this case; (b) where required by law (e.g., income tax returns); and (c) to accountants or other tax professionals for the purpose of preparing tax returns. In addition, PAGA Counsel may respond to questions received from, and discuss any aspect of this Agreement with, Aggrieved Employees. Nothing herein shall prevent PAGA Counsel from referring to the Action in any declaration before the courts relating to the adequacy or in future applications by PAGA Counsel for approval of attorneys' fees.

10.15 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 PAGA Data provided to PAGA Counsel by Defendants 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, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

10.16 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.

10.17 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.

10.18 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:

David Alami
david@torusllp.com
Daniel J. Hyun
daniel@torusllp.com
Shaheen A. Etemadi
shawn@torusllp.com
TORUS LLP
2 Park Plaza, Suite 1260

Irvine, CA 92614

To Defendants PriorityWorkforce, Inc. and Workforce Outsourcing, Inc.:

RUTAN & TUCKER, LLP
Brandon L. Sylvia
bsylvia@rutan.com
Jonas Trevethan
jtrevethan@rutan.com
18575 Jamboree Road, 9th Floor
Irvine, CA 92612

To Defendants Southwind Foods, LLC, Southwind DG, LLC, Great American International Seafood Market LLC:

SNELL & WILMER
Brian Mills
bmills@swlaw.com
Anne Dwyer
adwyer@swlaw.com
600 Anton Boulevard, Suite 1400
Costa Mesa, CA 92626

10.19 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.

10.20 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation 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 CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

10.21 Representation. Plaintiff and his counsel represent and warrant that they are not currently aware of any: (a) unalleged claims against defendants named in the Operative Complaint (collectively "Defendants") in addition to, or different from, those which are finally and forever settled and released against Defendants by this settlement; or (b) unalleged facts or legal theories upon which any claims or causes of action could be brought against Defendants, except such facts and theories specifically alleged in the operative complaint in this action. Plaintiff and his counsel further represent that, other than this action, they have no current intention of asserting any other claims against Defendants in any judicial or administrative forum, including but limited to any class claims. Plaintiff and his counsel represent that they do not currently know of or represent any persons who have expressed any interest in pursuing litigation or seeking any recovery against Defendants.

Dated: 01/30/2026

PLAINTIFF

Roberto Carrillo (Jan 30, 2026 17:28:39 PST)

Roberto Carrillo

DEFENDANTS

Dated: 2/11/2026

DocuSigned by:
Jennifer Castania
67D7C3E24A704D6...

Southwind Foods, LLC

By: Jennifer Castania

Its: Authorized Agent

Dated: 2/11/2026

DocuSigned by:
Jennifer Castania
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Southwind DG, LLC

By: Jennifer Castania

Its: Authorized Agent

Dated: 2/11/2026

DocuSigned by:
Jennifer Castania
67D7C3E24A704D6...

Great American International Seafood Market LLC

By: Jennifer Castania

Its: Authorized Agent

Dated: ________________

Workforce Outsourcing, Inc.

By:

Its:

Dated: ________________

PriorityWorkforce, Inc.

By:

Its:

Approved as to Form Only:

Dated: 01/30/2026

TORUS LLP

David Alami
Daniel J. Hyun
Shaheen A. Etemadi
Attorneys for Plaintiff Roberto Carrillo

Dated: February 2, 2026

RUTAN & TUCKER, LLP

Brandon Silvia
Attorneys for Defendants
PriorityWorkforce, Inc. and Workforce Outsourcing, Inc.

Dated: 02/13/2026

SNELL & WILMER LLP

Brian Mills
Anne Dwyer
Attorneys for Defendants Southwind Foods, LLC, Southwind DG, LLC, Great American International Seafood Market LLC

Dated: ______________

Great American International Seafood Market LLC

By:

Its:

Dated: Feb 2, 2026

Workforce Outsourcing, Inc.

By: Daniel Cox

Its: CFO

Dated: Feb 2, 2026

PriorityWorkforce, Inc.

By: Daniel Cox

Its: CFO