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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

LILIAN SANCHEZ and MARISOL LOPEZ,
individually, and on behalf of all others
similarly situated,

Plaintiffs,
vs.

FLYING FOOD GROUP, LLC; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 26STCV02771

CLASS AND REPRESENTATIVE ACTION

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT
AGREEMENT**

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CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Lilian Sanchez and Marisol Lopez (“Plaintiffs”) and Defendant Flying Food Group, LLC (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or each individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means the lawsuit alleging wage-and-hour violations against Defendant entitled *Lilian Sanchez v. Flying Food Group, LLC*, Los Angeles County Superior Court Case No. 26STCV02771, initiated on January 27, 2026, and to be amended pursuant to this Agreement to add class action allegations.

1.2. “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”), the neutral entity the Parties have agreed to appoint to administer the Settlement following a competitive bidding process, or such other settlement administrator as may be approved by the Court.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount for its reasonable fees and expenses in accordance with the Administrator’s bid submitted to the Court in connection with seeking the Preliminary Approval Order.

1.4. “Aggrieved Employee” means, for purposes of Settlement, all current and former non-exempt employees of Defendant who worked for Defendant at its facility located at 901 West Hillcrest Boulevard, Inglewood, California 90301, at any time during the PAGA Period.

1.5. “Class” means, for purposes of Settlement, all current and former non-exempt employees of Defendant who worked for Defendant at its facility located at 901 West Hillcrest Boulevard, Inglewood, California 90301, at any time during the Class Period.

1.6. “Class Counsel” means Kane Moon, Allen Feghali, Chancellor D. Nobles, and Kaleb G. Oliver of Moon Law Group, PC.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Costs Payment” mean the amounts allocated to Class Counsel for payment of reasonable attorneys’ fees and reimbursement of actual expenses, respectively, incurred to prosecute the Action.

1 1.8. “Class Data” means Class Member identifying information in Defendant’s possession,
2 including each individual’s full name, last-known mailing and/or e-mail address, Social Security
3 Number, dates of employment, number of workweeks, and number of PAGA Pay Periods.

4 1.9. “Class Member” means a member of the Class, as either a Participating Class Member
5 or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an
6 Aggrieved Employee). Excluded from the Settlement Class will be any Non-Participating Class
7 Member who opts out in a timely manner as described below in Section 7.5.

8 1.10. “Class Member Address Search” means the Administrator’s investigation and search
9 for current Class Member mailing addresses using all reasonably available sources, methods, and
10 means including, but not limited to, the National Change of Address database, skip traces, and direct
11 contact by the Administrator with Class Members.

12 1.11. “Class Notice” means the Court-Approved Notice of Class and PAGA Action
13 Settlement and Hearing Date for Final Court Approval, to be mailed by the Administrator to Class
14 Members in the form, without material variation, attached as **Exhibit A** and incorporated by reference
15 into this Agreement, along with a Spanish translation thereof.

16 1.12. “Class Period” means, for purposes of Settlement, the period from October 8, 2024,
17 through the date the Court grants Preliminary Approval.

18 1.13. “Class Representative” means the named Plaintiffs in the Action who are seeking the
19 Court’s appointment as the Class Representatives.

20 1.14. “Class Representative Service Award” means the payment to each of the Plaintiffs in
21 exchange for a general release, and in recognition of having initiated the Action, provided services in
22 support thereof, and incurred risks inherent in the role of named Plaintiffs.

23 1.15. “Court” means the Superior Court of the State of California, County of Los Angeles.

24 1.16. “Defendant” means Flying Food Group, LLC, a Delaware limited liability company,
25 the named Defendant in the Action.

26 1.17. “Defense Counsel” means John A. Conkle, Amanda R. Washton, Cassandra Frias, and
27 Kelly M. Peterson of Thompson Hine LLP.
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1.18. “Effective Date” means the first business date after both of the following have occurred:
 (a) the Court enters the Final Approval Order and Judgment; and (b) Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no Participating Class Member objects to the Settlement, the day the Court enters the Final Approval Order and Judgment; (ii) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from Judgment (*i.e.*, 61 calendar days following entry of Judgment); or (iii) if a timely appeal from Judgment is filed, the day after the appellate court affirms Judgment and issues a remittitur.

1.19. “Final Approval Order” means the Court’s order granting final approval of the Settlement.

1.20. “Final Approval Hearing” means the Court’s hearing on the motion for final approval of the Settlement.

1.21. “Gross Settlement Amount” means \$500,000.00, the total amount Defendant agrees to pay to resolve the Class and PAGA claims in the Action, subject to any increase under the escalator clause provided at Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees and Litigation Costs Payments, the Class Representative Service Awards, and the Administration Expenses Payment. Separate and apart from the Gross Settlement Amount, Defendant agrees to pay its employer-share of payroll taxes owed on the Wage Portion of Individual Class Payments. None of the Gross Settlement Amount shall revert to Defendant.

1.22. “Individual Class Payment” means a Participating Class Member’s pro rata share of the Net Settlement Amount as calculated by the Administrator according to the number of Workweeks worked by Participating Class Members during the Class Period.

1.23. “Individual PAGA Payment” means an Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties as calculated by the Administrator according to the number of PAGA Pay Periods worked by Aggrieved Employees during the PAGA Period.

1.24. “Judgment” means the Judgment entered by the Court upon the Final Approval Order.

1.25. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled to the LWDA PAGA Payment.

1.26. “LWDA PAGA Payment” means sixty-five percent (65%) of the PAGA Penalties (nine thousand seven hundred fifty dollars and zero cents (\$9,750.00)).

1.27. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in amounts as approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representative Service Awards, Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members through Individual Class Payments.

1.28. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion. This only applies to the class claims. Aggrieved employees cannot opt out of the Settlement.

1.29. “Objection” means an objection by a Class Member or Aggrieved Employee to the terms of this Settlement.

1.30. “Operative Complaint” means Plaintiffs’ First Amended Complaint, to be filed in the Action pursuant to this Agreement to add class action allegations.

1.31. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant at least one day during the PAGA Period.

1.32. “PAGA Period” means, for purposes of Settlement, the period from October 8, 2024, through the Class Period end date.

1.33. “PAGA” means the California Private Attorneys General Act, Lab. Code §§ 2698, *et seq.*

1.34. “PAGA Notices” mean (1) Plaintiff Sanchez’s letter dated August 23, 2025, and (2) Plaintiff Lopez’s letter dated December 26, 2025, providing notice to the LWDA of alleged Labor Code violations, and served on Defendant via certified mail, pursuant to Labor Code section 2699.3(a), as amended by the notices each Plaintiff submitted to the LWDA and served on Defendant on January 27, 2026.

1.35. "PAGA Penalties" means \$15,000.00, the total amount to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims, allocated as thirty-five percent (35%) to the Aggrieved Employees (five thousand two hundred fifty dollars and zero cents (\$5,250.00)) and sixty-five percent (65%) to the LWDA (nine thousand seven hundred fifty dollars and zero cents (\$9,750.00)).

1.36. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion.

1.37. "Plaintiffs" mean Lilian Sanchez and Marisol Lopez, the named Plaintiffs in the Action.

1.38. "Preliminary Approval Order" means the Court's order granting preliminary approval of the Settlement.

1.39. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.41. "Released Parties" means Defendant, its parent company Flying Food Fare, Inc., subsidiaries and affiliate corporations, including any staffing agencies, temporary employment agencies, labor contractors, professional employer organizations, or other entities that placed, supplied, or provided workers to Company, and each of their respective past, present, and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers, reinsurers, lawyers, successors, assigns, subsidiaries, affiliates, and related entities, including but not limited to any and all supervisors, managers, and human resources personnel employed by FFG during the Class Period.

1.42. "Request for Exclusion" means a Class Member's submission to the Administrator of a signed, written request to be excluded from the Class portion of the Settlement. Aggrieved Employees cannot request exclusion from the PAGA portion of the Settlement.

1.43. "Response Deadline" means forty-five (45) calendar days after the Administrator mails the Class Notice to Class Members and shall be the last date on which Class Members may email or

1 postmark any (a) Requests for Exclusion, (b) written Objections, or (c) disputes regarding the
2 calculation of Workweeks (as defined below in Paragraph 1.46) and/or PAGA Pay Periods. Class
3 Members to whom their initial Class Notice is resent after having been returned as undeliverable to the
4 Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline.

5 1.44. "Settlement" means the disposition of the Action effected by this Agreement and entry
6 of the Final Approval Order and Judgment.

7 1.45. "Void Date" means the date by which class and/or PAGA payments must be cashed.
8 This date is one hundred and eighty (180) days from the date the checks are mailed.

9 1.46. "Workweek" means any work week during which a Class Member worked for
10 Defendant at least one day during the Class Period.

11 **2. RECITALS**

12 2.1. On August 27, 2025, Plaintiff Lilian Sanchez initiated a putative class action against
13 Defendant alleging wage-and-hour violations in the Superior Court of the State of California, County
14 of Los Angeles, Case No. 25STCV25258. On October 10, 2025, Defendant removed that action to the
15 United States District Court for the Central District of California, where it was assigned Case No. 2:25-
16 cv-09739-MWC-AJR. On January 12, 2026, Plaintiffs filed a First Amended Complaint adding
17 Marisol Lopez as a named plaintiff.

18 2.2. On January 27, 2026, Plaintiffs initiated this Action against Defendant entitled *Lilian*
19 *Sanchez v. Flying Food Group, LLC*, Los Angeles County Superior Court Case No. 26STCV02771,
20 alleging a single cause of action for civil penalties pursuant to California Labor Code section 2699, *et*
21 *seq.*

22 2.3. Pursuant to California Labor Code section 2699.3(a), Plaintiffs gave timely written
23 notice to Defendant and the LWDA of the allegations in the Action via Plaintiffs' respective PAGA
24 Notices. Specifically, on August 23, 2025, Plaintiff Sanchez submitted to the LWDA, and served on
25 Defendant via certified mail, a Notice of Labor Code Violations and PAGA penalties; on December
26 26, 2025, Plaintiff Lopez submitted to the LWDA, and served on Defendant via certified mail, a Notice
27 of Labor Code Violations and PAGA penalties; and on January 27, 2026, each Plaintiff submitted an
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Amended Notice of Labor Code Violations and PAGA Penalties to the LWDA and served the same on Defendant via certified mail. To date, the LWDA has not sought to intervene in the Action.

2.4. Pursuant to this Agreement, Plaintiffs will serve a notice of acknowledgment and receipt in the Action and will amend the Action to add class action allegations against Defendant. Plaintiffs' Operative Complaint will allege the following causes of action against Defendant: (1) Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7 and 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code § 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*]; and (9) Civil Penalties under PAGA [Cal. Lab. Code §§ 2699, *et seq.*].

2.5. On June 9, 2026, the Parties participated in a mediation with Steve Rottman, an experienced and neutral class and PAGA action mediator. The Parties subsequently reached an agreement for a global resolution of the claims, as memorialized in this Agreement.

2.6. For mediation, Plaintiffs obtained from Defendant, through informal but extensive discovery, information sufficient to meaningfully evaluate the claims at issue in the Action, including time and pay data and demographic data for Class Members. This investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130 ("*Dunk/Kullar*"). As part of this evaluation, Class Counsel has conducted a diligent and thorough investigation into the facts and claims alleged in the Action, including an extensive review and analysis of the discovery. Based on their own independent investigation and evaluation, Plaintiffs and Class Counsel are of the opinion that the Settlement on the terms set forth in this Agreement is fair, reasonable, and adequate and in the best interest of the Class and the LWDA considering all known facts and circumstances, including the risk of significant delay, that Class claims may not be certified by the Court based on the defenses asserted by Defendant, and numerous potential appellate issues.

2.7. To date, the Court has not granted class certification.

2.8. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the claims and causes of action alleged in the Action. Defendant further denies that, for any purpose other than settling the Action, the Action is appropriate for class or representative treatment. Defendant contends, among other things, that it has complied at all times with the California Labor Code and the applicable Wage Orders of the Industrial Welfare Commission, and all other applicable laws, and that it has not engaged in unlawful or unfair business practices and has not violated California Business and Professions Code sections 17200, *et seq.*

2.9. The Parties, Class 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. Subject to entry of the Court's Final Approval Order, Defendant agrees to pay \$500,000.00, subject to any increase under the escalator clause in Paragraph 8 below, as the Gross Settlement Amount, and to separately pay its employer-share of payroll taxes owed on the Wage Portion of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator shall disburse the entire Gross Settlement Amount without asking or requiring any Class Member to submit a claim as a condition of payment. None of the Gross Settlement Amount shall revert to Defendant.

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

3.2.1. To Named Plaintiffs: A Class Representative Service Award to both of the Named Plaintiffs as Class Representatives of not more than seven thousand five hundred dollars and zero cents (\$7,500.00) each (fifteen thousand and zero cents (\$15,000.00) total), in addition to the Individual Class and PAGA Payments that Plaintiffs are eligible to receive. As part of the motion for

1 Class Counsel Attorneys' Fees and Litigation Costs Payments, Plaintiffs will seek Court approval for
2 the Class Representative Service Awards no later than sixteen (16) court days prior to the Final
3 Approval Hearing. If the Court approves a Class Representative Service Award less than the amount
4 requested, the Administrator shall allocate the remainder to the Net Settlement Amount. The
5 Administrator shall pay the Class Representative Service Awards using an IRS Form 1099. Plaintiffs
6 assume full responsibility and liability for any taxes owed on their Class Representative Service
7 Awards.

8 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 1/3 of the
9 Gross Settlement Amount, currently estimated to be one thousand six hundred sixty-six dollars and
10 zero cents (\$166,666.66) based on the Gross Settlement Amount of five hundred thousand dollars and
11 zero cents (\$50,000.00) and subject to increase under the escalator clause in Paragraph 8 below, and a
12 Class Counsel Litigation Costs Payment for reimbursement of actual litigation costs and expenses
13 reasonably incurred to prosecute the Action, but not to exceed thirty-five thousand dollars and zero
14 cents (\$35,000.00). Plaintiffs and/or Class Counsel will file a motion for Class Counsel Attorneys'
15 Fees and Litigation Costs Payments no later than sixteen (16) court days prior to the Final Approval
16 Hearing. If the Court approves payments less than the amounts requested, the Administrator shall
17 allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class
18 Counsel or any other Plaintiffs' counsel arising from any claim to any portion of any Class Counsel
19 Fees Payment and/or Class Counsel Litigation Costs Payment. The Administrator shall pay the Class
20 Counsel Fees Payment and Class Counsel Litigation Costs Payment using one or more IRS 1099
21 Forms. Class Counsel assumes full responsibility and liability for any taxes owed on the Class Counsel
22 Attorneys' Fees and Litigation Costs Payments, and hold Defendant harmless, and indemnify
23 Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

24 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed the
25 amount of the Administrator's Court-approved bid, \$XXX, except for a showing of good cause and as
26 approved by the Court. To the extent actual expenses are less and/or the Court approves payment less
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than the requested amount, the Administrator shall allocate the remainder to the Net Settlement Amount.

3.2.4. To Each Participating Class Member: Each Individual Class Payment shall be calculated by the Administrator by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

3.2.4.1. Tax Allocation of Individual Class Payments. Twenty-five percent (25%) of each Participating Class Member's Individual Class Payment shall be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and shall be reported on IRS W-2 Forms by the Administrator. The remaining seventy-five percent (75%) of each Participating Class Member's Individual Class Payment shall be allocated to settlement of claims for penalties and interest (the "Non-Wage Portion"). The Non-Wage Portion is not subject to withholdings and shall be reported on IRS 1099 Forms by the Administrator. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payments.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members shall not receive any Individual Class Payment. The Administrator shall retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the total amount of fifteen thousand dollars and zero cents (\$15,000.00) to be paid from the Gross Settlement Amount, shall be distributed as sixty-five percent (65%) (nine thousand seven hundred fifty dollars and zero cents (\$9,750.00)) to the LWDA through a LWDA PAGA Payment and thirty-five percent (35%) (five thousand two hundred fifty dollars and zero cents (\$5,250.00)) to Aggrieved Employees through Individual PAGA Payments.

3.2.5.1. The Administrator shall calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' thirty-five percent (35%) share of 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 the number of PAGA Pay Periods worked by each individual Aggrieved Employee. Individual PAGA Payments shall be treated as one hundred percent (100%) penalties for tax purposes. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. Individual PAGA Payments are not subject to withholdings and shall be reported on IRS 1099 Forms by the Administrator.

3.2.5.2. If the Court approves an amount for PAGA Penalties less than the amount requested, the Administrator shall allocate the remainder to the Net Settlement Amount.

3.2.6. Cy Pres Distribution. For any funds represented by Individual Class Payment and/or Individual PAGA Payment checks that remain uncashed after the Void Date, the Administrator shall transmit such funds in accordance with California Code of Civil Procedure section 384(b). The Parties designate Court Appointed Special Advocates/Guardians Ad Litem (CASA/GAL) for Los Angeles County as the Cy Pres recipient to the extent permitted by law.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Data. Not later than 30 (30) calendar days after entry of the Court's Preliminary Approval Order, Defendant shall deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet, or such other form requested by the Administrator. To protect Class Members' privacy rights, the Administrator shall maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to employees of the Administrator who need access to effect and perform under this Agreement. If Defendant discovers that Class Data is incorrect, Defendant will provide corrected or updated Class Data to the Administrator as soon as reasonably feasible. The Parties and their respective counsel shall expeditiously use best efforts, and in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2. Settlement Funding. Within seven (7) calendar days of receipt of notice of the entry of the Court's Final Approval Order, the Administrator shall provide Defendant with the total amount of Defendant's employer-share of payroll taxes owed and the wiring and/or mailing instructions. Within thirty (30) calendar days of the Final Approval Order, Defendant shall fund the Gross Settlement

1 Amount and its employer-share of payroll taxes by transmitting the funds into a Qualified Settlement
2 Fund (“QSF”) established and maintained by the Administrator.

3 4.3. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after
4 Defendant fully funds the amounts owed under the Settlement, the Administrator shall mail checks for
5 all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the
6 Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
7 Costs Payment, and the Class Representative Service Awards. Disbursement of the Class Counsel Fees
8 Payment, the Class Counsel Litigation Costs Payment, and the Class Representative Service Awards
9 shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

10 4.3.1. The Administrator shall issue checks for the Individual Class Payments and/or
11 Individual PAGA Payments and send them via First Class United States Postal Service (“USPS”) Mail
12 with postage prepaid. The face of each check shall prominently state the date the Void Date. The
13 Administrator shall send checks for Individual Class Payments to all Participating Class Members and
14 checks for Individual PAGA Payments to all Aggrieved Employees (including Non-Participating Class
15 Members who qualify as Aggrieved Employees), including those for whom their Class Notice was
16 returned undelivered. The Administrator may send Participating Class Members a single check
17 combining their Individual Class and PAGA Payments. Before mailing any checks, the Administrator
18 must update recipients’ mailing addresses using the National Change of Address Database.

19 4.3.2. The Administrator must conduct a Class Member Address Search for all Class
20 Members whose checks are returned undelivered without a forwarding address. Within seven (7)
21 calendar days of receiving a returned check, the Administrator must re-mail checks to the forwarding
22 address provided or, if none was provided, to an updated address ascertained through the Class Member
23 Address Search. The Administrator need not take further steps to deliver checks to Class Members
24 whose re-mailed checks are returned as undelivered a second time. The Administrator shall promptly
25 send a replacement check to any Class Member whose original check was lost or misplaced, or as
26 requested by the Class Member prior to the Void Date.

4.3.3. For any Class Member whose Individual Class Payment and/or Individual PAGA Payment is uncashed after the Void Date, the Administrator shall cancel those checks and transmit the funds represented by such checks in accordance with the requirements of California Code of Civil Procedure section 384(b). A Participating Class Member and/or Aggrieved Employee who fails to negotiate or receive their check shall nevertheless remain bound by this Settlement and the releases contained herein.

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

5. RELEASE OF CLAIMS

5.1. Plaintiffs' General Release. Plaintiffs will release any and all claims that Plaintiffs have or may have against the Released Parties related to or arising from Plaintiffs' employment with Defendant ("Plaintiffs' General Release"). Plaintiffs acknowledge that Plaintiffs may discover facts and/or law different from, and/or in addition to, the facts and/or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' General Release shall be and remain effective in all respects, notwithstanding the existence of such different and/or additional facts and/or law or Plaintiffs' discovery of them. Notwithstanding the foregoing, Plaintiffs' General Release excludes any claims or actions to enforce the Settlement, any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising after the date Plaintiffs sign this Agreement.

5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' General Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of California Civil Code section 1542, which reads:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
THAT THE CREDITOR OR RELEASING PARTY DOES NOT
KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT**

**THE TIME OF EXECUTING THE RELEASE AND THAT, IF
KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
OR RELEASED PARTY.**

5.2. Released Class Claims. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged in Plaintiffs' Operative Complaint or that reasonably could have been alleged based solely on the facts asserted therein, including but not limited to (1) failure to pay minimum wages; (2) failure to pay overtime compensation; (3) failure to provide meal periods; (4) failure to authorize and permit rest breaks; (5) failure to indemnify necessary business expenses; (6) failure to timely pay final wages at termination; (7) failure to provide accurate itemized wage statements; (8) misclassification (9) unfair business practices; (10) statutory penalties of any nature; (11) interest; (12) attorneys' fees and costs; and (13) any other claims arising out of or related to the facts alleged in the Operative Complaint during the Class Period ("Released Class Claims"). The Released Class Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising outside the Class Period.

5.3. Released PAGA Claims. Plaintiffs and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties, which were alleged, or reasonably could have been alleged, in Plaintiffs' respective PAGA Notices to the LWDA and in Plaintiffs' Operative Complaint, including for failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to timely pay final wages at termination, and failure to provide accurate itemized wage statements ("Released PAGA Claims"). The Released PAGA Claims include only claims for penalties under PAGA that arose during the PAGA Period.

1 5.4. Date Releases Become Effective. The released claims described in Paragraphs 5.1-5.3
2 above shall become effective upon entry of the Court's Final Approval Order and Defendant's full
3 funding of the Gross Settlement Amount and its employer-share of payroll taxes.

4 **6. MOTION FOR PRELIMINARY APPROVAL**

5 6.1. Defendant's Declarations in Support of Preliminary Approval. Within seven (7)
6 calendar days of the full execution of this Agreement, Defense Counsel shall prepare and provide to
7 Class Counsel signed declarations from both Defense Counsel and Defendant regarding any actual
8 or potential conflict of interest with the proposed Cy Pres recipient.

9 6.2. Plaintiffs' Responsibilities. Plaintiffs shall prepare, deliver to Defense Counsel for
10 review, and file all documents necessary for obtaining a Preliminary Approval Order, including: (i) a
11 notice and memorandum in support of the motion for preliminary approval that includes an analysis of
12 the Settlement under *Dunk/Kullar* and a request for approval of the PAGA portion of the Settlement
13 under California Labor Code section 2699(s)(2); (ii) a proposed order granting preliminary settlement
14 approval and approving the proposed Class Notice; (iii) a signed declaration from the Administrator
15 attaching its bid for administering the Settlement and attesting to its willingness to serve; competency;
16 operative procedures for protecting the security of Class Data; amounts of insurance coverage for any
17 data breach, defalcation of funds, or other misfeasance; all facts relevant to any actual or potential
18 conflicts of interest with Class Members; and the nature and extent of any financial relationship with
19 Plaintiffs, Class Counsel, Defendant, or Defense Counsel; (iv) a signed declaration from Plaintiffs
20 confirming willingness and competency to serve as the Class Representatives, and disclosing all facts
21 relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator;
22 (v) signed declarations from Class Counsel attesting to competency to represent Class Members and
23 transmission to the LWDA of all necessary PAGA documents (Plaintiffs' respective PAGA Notices
24 (Lab. Code § 2699.3(a)), the Operative Complaint (Lab. Code § 2699(s)(1)), and this Agreement (Lab.
25 Code § 2699(s)(2))); and (vi) all facts relevant to any actual or potential conflicts of interest with Class
26 Members and/or the Administrator.

1 6.3. Responsibilities of Counsel. Class Counsel is responsible for obtaining a prompt
2 hearing date for the motion for preliminary approval. Class Counsel and Defense Counsel are jointly
3 responsible for appearing in Court to advocate in favor of the motion for preliminary approval. Class
4 Counsel is responsible for delivering the Preliminary Approval Order to the Administrator.

5 6.4. Duty to Cooperate. If the Court does not grant preliminary approval outright, or
6 conditions a preliminary approval on any material change to this Agreement, Class Counsel and
7 Defense Counsel shall expeditiously work together on behalf of the Parties by conferring, in good faith,
8 to modify the Agreement and otherwise satisfy the Court's concerns.

9 6.5. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant,
10 and Defense Counsel separately agree that until the Motion for Preliminary Approval of Settlement is
11 filed, they and each of them will not disclose, disseminate, or publicize, or cause or permit another
12 person to disclose, disseminate, or publicize, any of the terms of the Agreement or Settlement, directly
13 or indirectly, specifically or generally, to any person, corporation, association, government agency, or
14 other entity. In response to any inquiries, Plaintiffs and Class Counsel will state that "the case was
15 resolved," or similar words to that effect, and Plaintiffs and Class Counsel will not communicate with
16 or to anyone regarding the Settlement, nor report the Settlement or its content in any medium or in any
17 publication, will not post or report anything regarding the claims of Plaintiffs or Class Members online
18 or through social media, and will not contact any reporters or media regarding the Settlement.
19 Notwithstanding the foregoing, nothing in this Paragraph is intended to prohibit: (i) Plaintiffs from
20 disclosing the Settlement with their immediate family members, attorneys, tax advisors, or taxing
21 authorities; (ii) Class Counsel from disclosing the Settlement to tax advisors or taxing authorities; (iii)
22 Class Counsel from meeting any ethical and fiduciary duties owed to Plaintiffs or other Class Members;
23 (iv) Class Counsel from communicating with Plaintiffs or providing Plaintiffs with legal
24 representation; or (v) Class Counsel from making a limited disclosure to the Court and the LWDA for
25 purposes of obtaining settlement approval or enforcing the Settlement.

1 **7. SETTLEMENT ADMINISTRATION**

2 7.1. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the
3 Administrator and have verified that, as a condition of appointment, the Administrator agrees to be
4 bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in
5 exchange for the Administration Expenses Payment. The Parties and their respective counsel represent
6 that they have no interest or relationship, financial or otherwise, with the Administrator, other than a
7 professional relationship arising out of prior experiences administering settlements.

8 7.2. Employer Identification Number. The Administrator shall have and use its own
9 Employer Identification Number for purposes of calculating payroll tax withholdings and providing
10 reports to state and federal tax authorities.

11 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
12 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section
13 1.468B-1, 26 C.F.R. sections 1.468B-1, *et seq.* The Parties and Administrator shall treat the QSF as
14 coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26
15 C.F.R. section 1.468B-1, and such election statement shall be attached to the appropriate returns as
16 required by law.

17 7.4. Notice to Class Members.

18 7.4.1. No later than three (3) business days after receipt of the Class Data, the
19 Administrator shall notify Class Counsel that the list has been received and state the number of Class
20 Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods contained in the Class Data.

21 7.4.2. Using its best efforts to perform as soon as possible, and in no event later than
22 fifteen (15) calendar days after receiving the Class Data, the Administrator shall send to all Class
23 Members identified in the Class Data, via first-class USPS mail, the following, with an accurate
24 Spanish translation thereof, the Class Notice, in the form, without material variation, attached hereto
25 as **Exhibit A**. The Class Notice shall prominently estimate the dollar amounts of any Individual Class
26 Payment and/or Individual PAGA Payment payable to the Class Member, and the number of any
27 Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing the Class Notice,
28

1 the Administrator shall update Class Member addresses using the National Change of Address
2 database.

3 7.4.3. Not later than three (3) business days after the Administrator's receipt of any
4 Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
5 using any forwarding address provided by the USPS. If USPS does not provide a forwarding address,
6 the Administrator shall conduct a Class Member Address Search and shall re-mail the Class Notice to
7 the most current address obtained. The Administrator has no obligation to make further attempts to
8 locate or send Class Notices to Class Members whose Class Notice is returned as undelivered by the
9 USPS a second time.

10 7.4.4. For all Class Members whose initial Class Notice is re-mailed, the deadline for
11 submitting Objection Forms, Workweek and/or PAGA Pay Periods challenges, and Request for
12 Exclusion Forms shall be extended an additional fourteen (14) calendar days beyond the forty-five (45)
13 calendar days otherwise provided in the Class Notice. The Administrator shall inform the Class
14 Member of the extended Response Deadline with the re-mailed Class Notice.

15 7.4.5. If the Administrator, Defendant, Defense Counsel, or Class Counsel is
16 contacted by or otherwise discovers any persons who believe they should have been included in the
17 Class Data and should have received a Class Notice, the Parties will expeditiously meet and confer in
18 an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will
19 be Class Members entitled to the same rights as other Class Members, and the Administrator will send,
20 via e-mail or overnight delivery, a Class Notice requiring them to exercise options under this
21 Agreement not later than fourteen (14) calendar days after receipt of Class Notice, or the Response
22 Deadline, whichever date is later.

23 7.5. Requests for Exclusion (Opt-Outs).

24 7.5.1. Class Members who wish to exclude themselves (opt out of) the Class
25 Settlement may opt out by sending the Administrator a Request for Exclusion, which reasonably
26 communicates the Class Member's desire to opt out of the Settlement and includes the Class Member's
27 full name, current mailing address, last four digits of their Social Security Number (for verification of
28

identity purposes and for the Administrator to contact the individual, if necessary, to clarify his or her Request for Exclusion), and identifies the Action as *Lilian Sanchez v. Flying Food Group, LLC* (Los Angeles Case No. 26STCV02771). The Request for Exclusion must be signed and dated by the Class Member or his/her legal representative. To be timely, a Request for Exclusion must be emailed or mailed, and transmitted or postmarked by the Response Deadline, which is forty-five days from the date the class notice was mailed.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion shall be deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Released Class Claims under Paragraph 5.2 above, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion shall be deemed a Non-Participating Class Member and not entitled to an Individual Class Payment or have the right to object to the class action components of the Settlement.

7.5.5. Because future PAGA claims are subject to claim preclusion upon entry of the Final Approval Order and Judgment, Non-Participating Class Members who are Aggrieved Employees are subject to and bound by the Released PAGA Claims identified in Paragraph 5.3 above and shall receive an Individual PAGA Payment.

1 7.6. Defendant's Right to Withdraw. If the number of valid Requests for Exclusion exceeds
2 five percent (5%) of the total of all Class Members, Defendant may, but is not obligated to, elect to
3 withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be
4 void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation
5 to perform under this Agreement; provided, however, Defendant will remain responsible for paying all
6 Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and
7 the Court of its election to withdraw not later than fifteen (15) calendar days after the Administrator
8 notifies Defendant or Defendant's counsel of the percentage of Class Members who submitted valid
9 Requests for Exclusion.

10 7.7. Challenges to Calculation of Workweeks and/or PAGA Pay Periods. Each Class
11 Member shall have the opportunity to challenge the number of Workweeks and PAGA Pay Periods
12 allocated to that Class Member as reported in the Class Notice. The Class Member may challenge the
13 allocation by communicating with the Administrator. Any challenges must be emailed or mailed, and
14 transmitted or postmarked by the Response Deadline. The Administrator must encourage the
15 challenging Class Member to submit supporting documentation. In the absence of any contrary
16 documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods
17 reported in the Class Notice are correct so long as they are consistent with the Class Data. The
18 Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay
19 Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall
20 promptly provide copies of all challenges to the calculation of Workweeks and/or PAGA Pay Periods
21 to Defense Counsel as well as the Administrator's determination regarding the challenges.

22 7.8. Objections to Settlement.

23 7.8.1. Participating Class Members may object to the class action components of the
24 Settlement, including, without limitation, contesting the fairness of the Settlement and/or amounts
25 requested for the Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, and/or Class
26 Representative Service Awards.

1 7.8.2. Participating Class Members may object by sending the Administrator a written
2 Objection, which reasonably communicates the Class Member's basis for objecting and includes the
3 Class Member's full name, current mailing address, last four digits of their Social Security Number
4 (for verification of identity purposes and for the Administrator to contact the individual, if necessary,
5 to clarify their Objection), and identifies the Action as *Lilian Sanchez v. Flying Food Group, LLC* (Los
6 Angeles Superior Court Case No. 26STCV02771). The written Objection must also be signed and
7 dated by the Class Member or his/her legal representative. To be valid, the written Objection must be
8 timely emailed or mailed, and transmitted or postmarked by the Response Deadline.

9 7.8.3. In the alternative and/or in addition to submitting a written objection,
10 Participating Class Members may appear, either personally or hire an attorney to appear on their behalf,
11 in Court to present verbal objections at the Final Approval Hearing. It is not required that an objecting
12 party, either personally or through counsel, appear at the Final Approval Hearing for any written
13 Objection by that party to be considered. Additionally, it is not required that an objecting party, either
14 personally or through counsel, file or serve, or state in a written Objection, a notice of intention to
15 appear at the Final Approval Hearing.

16 7.8.4. If the Final Approval Hearing is continued to another date or time, the
17 Administrator will give notice to any Participating Class Member who submitted an Objection.

18 7.8.5. Non-Participating Class Members have no right to object to any of the class
19 action components of the Settlement.

20 7.9. Administrator's Duties. The Administrator has a duty to perform or observe all tasks to
21 be performed or observed by the Administrator contained in this Agreement or otherwise.

22 7.9.1. Website, Toll-Free Number and Email. The Administrator will establish,
23 maintain, and monitor a toll-free telephone number and email address to receive Class Member
24 inquiries and use an internet website to post information of interest to Class Members, including the
25 date, time, and location for the Final Approval Hearing and how to obtain copies of the Settlement,
26 motion for preliminary approval, the Preliminary Approval Order, the Class Notice, motion for final
27 approval, and the Final Approval Order and Judgment.

1 7.9.2. Requests for Exclusion (Opt-Outs), Exclusion List, and Objections. The
2 Administrator shall promptly review, on a rolling basis, Requests for Exclusion and written Objections
3 to ascertain their validity and timeliness. No later than five (5) business days after the Response
4 Deadline, the Administrator shall email a list to Defense Counsel and Class Counsel containing (a) the
5 names of Class Members who have submitted valid and timely Requests for Exclusion (the “Exclusion
6 List”) or written Objections; (b) the names of Class Members who have submitted invalid and/or
7 untimely Requests for Exclusion or written Objections; (c) copies of all Requests for Exclusion or
8 written Objections submitted (whether valid or invalid, timely or untimely) with Class Members’
9 address, social security number, and any contact information redacted; and (d) the percentage of Class
10 Members who submitted timely Requests for Exclusion.

11 7.9.3. Weekly Reports. The Administrator shall, on a weekly basis, provide written
12 reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class
13 Notices mailed, re-mailed, or returned undelivered; Requests for Exclusion (whether valid or invalid,
14 timely or untimely) received; written Objections received (whether valid or invalid, timely or
15 untimely); challenges to Workweeks and/or PAGA Pay Periods received and/or resolved; and checks
16 mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Reports”). The
17 Weekly Reports must include the Administrator’s assessment of Requests for Exclusion, written
18 Objections, and challenges to Workweeks and/or PAGA Pay Periods.

19 7.9.4. Workweek and/or PAGA Pay Period Challenges. The Administrator has the
20 authority to address and make final decisions, consistent with the terms of this Agreement, regarding
21 any Class Member challenges to the calculation of Workweeks and/or PAGA Pay Periods. The
22 Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

23 7.9.5. Administrator’s Declaration. No later than fourteen (14) calendar days before
24 the date by which Plaintiffs are required to file the motion for final approval of the Settlement, the
25 Administrator shall provide to Class Counsel and Defense Counsel a signed declaration suitable for
26 filing in Court, attesting to its due diligence and compliance with all of its obligations under this
27 Agreement, including, without limitation, its mailing of the Class Notice, the Class Notices returned
28

as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the Response Deadline and any extended deadline for re-mailed Class Notices, the total number of Requests for Exclusion Forms received (both valid or invalid, timely or untimely), and the number of Objection Forms (both valid or invalid, timely or untimely). The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.9.6. Final Report by Settlement Administrator. Within ten (10) business days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator shall provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fourteen (14) calendar days before any deadline set by the Court, the Administrator shall prepare and submit to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

The Gross Settlement Amount was negotiated based on Defendant's estimate of fifty-eight thousand (58,000) total number of Workweeks worked by Class Members during the Class Period. If the actual number of Workweeks is more than fifteen percent (15%) greater than the estimated count (i.e. greater than sixty-six thousand seven-hundred (66,700) Workweeks) during the Class Period, then Defendant agrees to make a proportional increase to the Gross Settlement Amount by the percentage increase for each additional Workweek above one hundred and fifteen percent (115%) of the estimated count.

9. MOTION FOR FINAL APPROVAL

9.1. Motion for Final Approval. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court a notice and motion for final approval of the Settlement that includes a request for approval of the PAGA portion of the Settlement under California Labor Code section 2699(s)(2) and a proposed order granting final approval and judgment. Class

Counsel and Defense Counsel will expeditiously meet and confer, in good faith, to resolve any disagreements concerning the motion for final approval. Class Counsel is responsible for timely delivering the Final Approval Order and Judgment to the Administrator and LWDA.

9.2. Response to Objections. Each Party retains the right to respond to any Objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.3. Duty to Cooperate. If the Court does not grant settlement approval outright, or if the Court conditions approval on any material change to the Settlement, the Parties agree to expeditiously work together, and in good faith, to modify the terms of the Settlement and/or otherwise address the Court's concerns. The Court's decision to award less than the amounts requested for the Class Representative Service Awards, Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

9.4. Enforceability and Continuing Jurisdiction of the Court. The Parties agree that this Agreement will be final, binding, and enforceable pursuant to California Code of Civil Procedure section 664.6. The Parties further agree that the Los Angeles County Superior Court will have continuing jurisdiction over the Parties, the Action, this Agreement, and the Settlement, including following any entry of Judgment for purposes of enforcement, interpretation, settlement administration, and any post-Judgment issues that arise. The prevailing party in any litigation for enforcement of settlement shall be entitled to reasonable attorneys' fees and litigation costs as determined by the Court.

9.5. Waiver of Right to Appeal. Provided the Final Approval Order and Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and all Participating Class Members waive all rights to appeal from the Final Approval Order and 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 an objector appeals the Final Approval Order and Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and Judgment becomes final, except as to matters that do not affect the Net Settlement Amount.

9.6. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together, and in good faith, to address the appellate court's concerns and to obtain final approval of the Settlement and entry of Judgment, equally sharing any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Awards or any payments to Class Counsel shall not constitute a material modification of Judgment within the meaning of this Paragraph, so long as the Gross Settlement Amount is not reduced.

9.7. Amended Judgment. If any amended judgment is required under California Code of Civil Procedure section 384, the Parties will work together, and in good faith, to jointly prepare and submit a proposed amended judgment.

10. ADDITIONAL PROVISIONS

10.1. No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Settlement 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 Action, Operative Complaint, and PAGA Notices have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's affirmative defenses in the Action have any merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant preliminary and/or final approval of the Settlement, or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons and reserves all

1 available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class
2 certification on any grounds available and to contest Defendant's affirmative defenses. The Settlement,
3 this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not
4 be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
5 Settlement and this Agreement).

6 10.2. No Solicitation. The Parties separately agree that they and their respective counsel and
7 employees, if any, will not solicit any Class Member to opt out of or object to the Settlement or appeal
8 from the Final Approval Order and Judgment. Nothing in this Paragraph shall be construed to restrict
9 Class Counsel's ability to communicate with Class Members in accordance with any ethical and
10 fiduciary obligations owed to Class Members.

11 10.3. Integrated Agreement. Upon execution by all Parties and their respective counsel, this
12 Agreement, together with its attached exhibits, shall constitute the entire agreement between the Parties
13 relating to the alleged class and PAGA claims in the Action, superseding any and all oral
14 representations, warranties, covenants, or inducements made to or by any Party, except as otherwise
15 provided herein. This Agreement will not supersede the Memorandum of Agreement ("MOA")
16 executed by the parties in July 2026. If there is any conflict between this Agreement and the MOA,
17 this Agreement is controlling.

18 10.4. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
19 represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate
20 action required or permitted to be taken by such Parties pursuant to the Settlement to effectuate its
21 terms, and to execute any other documents reasonably required to effectuate the terms of Settlement,
22 including any amendments to this Agreement.

23 10.5. Cooperation. The Parties and their respective counsel will cooperate with each other
24 and use their best efforts, and in good faith, to implement the Settlement by, among other things,
25 modifying this Agreement and/or submitting supplemental evidence and supplemental points and
26 authorities as requested by the Court. In the event the Parties are unable to agree upon the form or
27 content of any document necessary to implement the Settlement, or on any modification of the
28

1 Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance
2 of the mediator and/or the Court for resolution. In the event the Parties seek the mediator's assistance,
3 the Parties agree to split any applicable mediator costs equally.

4 10.6. No Prior Assignments. The Parties separately represent and warrant that they have not,
5 directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber
6 to any person or entity any portion of any liability, claim, demand, action, cause of action, or right
7 released and discharged by the Parties in this Settlement.

8 10.7. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant, nor Defense Counsel are
9 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon
10 as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
11 amended) or otherwise.

12 10.8. Modification of Agreement. This Agreement, and all parts of it, may be amended,
13 modified, changed, or waived only by an express written instrument signed by all Parties and their
14 legal representatives, and as approved by the Court.

15 10.9. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
16 the benefit of, the successors of each of the Parties.

17 10.10. Applicable Law. The Parties agree that this Agreement will be governed by and
18 interpreted according to the laws of the State of California, without regard to conflict of law principles.

19 10.11. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
20 this Agreement, and therefore, the Agreement will not be construed against any Party on the basis that
21 the Party was a drafter and participated in the preparation of this Agreement, nor will any Party benefit
22 by alleging that they did not participate in the drafting of this Agreement

23 10.12. Confidentiality. To the extent permitted by law, all agreements made and orders entered
24 during the Action and in this Agreement relating to the confidentiality of information shall survive the
25 execution of this Agreement.

26 10.13. Use of Class Data. Information provided to Class Counsel pursuant to California
27 Evidence Code section 1152 and all copies and summaries of the Class Data provided to Class Counsel
28

by Defendant or Defense Counsel in connection with the mediation, other settlement negotiations, or in connection with the Settlement may be used only with respect to the Action and the 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 ninety (90) calendar days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

10.14. 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.

10.15. Calendar Days. Unless otherwise noted, all references 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 legal court holiday, such date or deadline shall be on the first business day thereafter.

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

To Plaintiffs:

Kane Moon | E-mail: kmoon@moonlawgroup.com

Allen Feghali | E-mail: afeghali@moonlawgroup.com

Chancellor D. Nobles | E-mail: cnobles@moonlawgroup.com

Kaleb G. Oliver | E-mail: koliver@moonlawgroup.com

MOON LAW GROUP, PC

725 S. Figueroa Street, Suite 3100

Los Angeles, California 90017

To Defendant:

John A. Conkle | E-mail: John.Conkle@ThompsonHine.com

Amanda R. Washton | E-mail: Amanda.Washton@ThompsonHine.com

Cassandra Frias | E-mail: Cassandra.Frias@ThompsonHine.com

Kelly M. Peterson | E-mail: Kelly.Peterson@ThompsonHine.com

THOMPSON HINE LLP

2049 Century Park East, Suite 3500

Los Angeles, California 90067-3217

1 10.17. Severability. The Parties agree that if any provision of this Agreement is held to be
2 illegal, invalid, or unenforceable, that provision will be severed from and no longer be a part of this
3 Agreement. The legality of the Settlement and the remaining provisions will not be affected by a
4 finding that any provision of this Agreement is illegal, invalid, or unenforceable.

5 10.18. Advice of Counsel. The Parties to this Agreement are represented by competent counsel
6 and have had an opportunity to consult with said counsel. The Parties further agree that this Agreement
7 reflects a good faith compromise of claims raised in the Action based upon their independent
8 assessment of the mutual risks regarding the strengths and weaknesses of the claims and the inherent
9 costs and delay that would be involved in continued litigation.

10 10.19. Execution in Counterparts. This Agreement may be executed in one or more
11 counterparts, and electronic signatures (*e.g.*, DocuSign, Adobe) for purposes of this Agreement shall
12 be accepted as an original. All executed counterparts and each of them will be deemed to be one and
13 the same instrument if counsel for the Parties will exchange between themselves signed counterparts.
14 Any executed counterpart will be admissible in evidence to prove the existence and contents of this
15 Agreement.

16 10.20. No Third-Party Beneficiaries. Except for the Class Members, Aggrieved Employees,
17 and the Cy Pres Beneficiary assigned above, who are intended third-party beneficiaries of this
18 Agreement, this Agreement shall not confer any rights or remedies upon any person or entity other
19 than the Parties and their respective successors and permitted assigns.

20 10.21. Stay of Litigation. The Parties agree to stay the Action pending the settlement approval
21 process. Pursuant to California Code of Civil Procedure section 583.330, the Parties further agree that
22 the date to bring a case to trial under California Code of Civil Procedure section 583.310 will be
23 extended for the duration of the settlement approval process.

AGREED AND UNDERSTOOD BY:

Plaintiffs & Class Representatives:

Dated: 9/1/2026

Firmado por:

By: A5C0AC4EBD2F477...

Lilian Sanchez

Dated: 8/23/2026

DocuSigned by:

By: 085E1C13B3464A3...

Marisol Lopez

Defendant:

Dated: _____

FLYING FOOD GROUP, LLC

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM ONLY BY:

Plaintiffs' Counsel:

MOON LAW GROUP, PC

Dated: 9/2/2026

By: 

Kane Moon

Allen Feghali

Chancellor D. Nobles

Kaleb G. Oliver

Attorneys for Plaintiffs Lilian Sanchez and Marisol Lopez

Defendant's Counsel:

THOMPSON HINE LLP

Dated: _____

By: _____

John A. Conkle

Amanda R. Washton

Cassandra Frias

Kelly M. Peterson

Attorneys for Defendant Flying Food Group, LLC

1 **AGREED AND UNDERSTOOD BY:**

2 **Plaintiffs & Class Representatives:**

3
4 Dated: _____

By: _____
Lilian Sanchez

5
6 Dated: _____

By: _____
Marisol Lopez

7
8
9 **Defendant:**

10 Dated: 09/03/2026

FLYING FOOD GROUP, LLC

11 By: _____

12 Name: WOLFGANG HOENLE

13 Title: CFO

14 **APPROVED AS TO FORM ONLY BY:**

15 **Plaintiffs' Counsel:**

MOON LAW GROUP, PC

16
17 Dated: _____

By: _____
Kane Moon
Allen Feghali
Chancellor D. Nobles
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22 **Defendant's Counsel:**

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24 Dated: 9/3/2024

By: _____

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EXHIBIT A

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

Lilian Sanchez and Marisol Lopez v. Flying Food Group, LLC
Superior Court of California, County of Los Angeles, Case No. 26STCV02771

NOTICE: All current and former non-exempt employees of Flying Food Group, LLC who worked at its facility located at 901 West Hillcrest Boulevard, Inglewood, California 90301, at any time from October 8, 2024, through [XXXXXX].

A court approved this Notice. This is not an advertisement, and you are not being sued. However, your legal rights are affected whether or not you act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will receive a payment from the Settlement, if finally approved, and you will release all claims covered by the Settlement. No action is required for you to receive a share of this Settlement.
EXCLUDE YOURSELF	You will <u>not</u> receive a payment from the Settlement. ¹ If you exclude yourself from this Settlement, you will not be permitted to submit an objection to the Settlement. You may not exclude yourself from the PAGA portion of the Settlement.
DISPUTE WORKWEEKS AND/OR PAGA PAY PERIODS	If you do not exclude yourself from this Settlement, you may dispute the number of Workweeks and PAGA Pay Periods credited to you if you believe the below-reported number is incorrect.
OBJECT	You may object to this Settlement, and the Court may or may not agree with your objection. Submitting an objection will not exclude you from receiving a payment from the Settlement.

Read this Notice carefully. This Notice explains the Action, the proposed Settlement, your legal rights, what payments may be available to you, and how to get them.

1. Why have I received this Notice?

The Superior Court of California, County of Los Angeles, has granted preliminary approval of a proposed Class and PAGA Action Settlement Agreement (“Settlement”) reached between Plaintiffs Lilian Sanchez and Marisol Lopez (“Plaintiffs”) and Defendant Flying Food Group, LLC (“Defendant”), which may affect your legal rights. This Notice explains the key terms of the Settlement and your rights and options with respect to the Settlement.

You have received this Notice because Defendant’s records indicate that you are a member of the Settlement Class. For purposes of Settlement, the “Class” is comprised of “all current and former non-exempt employees of Defendant who worked for Defendant at its facility located at 901 West Hillcrest Boulevard, Inglewood, California 90301, at any time during the Class Period” (“Class Members”). The “Class Period” is October 8, 2024, through [XXXX].

In addition, Defendant’s records indicate that you are a member of the PAGA Group (“Aggrieved Employee”). For purposes of Settlement, “Aggrieved Employee” means “all current and former non-

exempt employees of Defendant who worked for Defendant at its facility located at 901 West Hillcrest Boulevard, Inglewood, California 90301, at any time during the PAGA Period.” The “PAGA Period” is October 8, 2024, through XXXX.

Read this Notice carefully. This Notice explains the Action, the proposed Settlement, your legal rights, what payments may be available to you, and how to get them.

2. *What is the case about?*

Plaintiffs allege the following claims against Defendant: (1) failure to pay minimum wages; (2) failure to pay overtime compensation; (3) failure to provide meal periods; (4) failure to authorize and permit rest breaks; (5) failure to indemnify necessary business expenses; (6) failure to timely pay final wages at termination; (7) failure to provide accurate itemized wage statements; (8) unfair business practices; and (9) civil penalties based on the foregoing allegations under PAGA.

Defendant denies each and every allegation raised in the Action and asserts that it has complied with all applicable laws. The Court has not made any decision regarding whether the claims or defenses in the Action have any merit. The Court has only preliminarily determined the proposed Settlement is fair, reasonable, and adequate as to all Class Members. Defendant reserves the right to object to and defend itself against any claim if, for any reason, the Settlement does not become effective.

Plaintiffs and Defendant (the “Parties”) reached a Settlement that is subject to the Court’s final approval. By settling the Action, Defendant does not admit, concede, or imply that it has done any wrongdoing, and Plaintiffs do not concede that any of Defendant’s affirmative defenses have merit.

3. *Who are the attorneys representing the Parties?*

The Court has appointed Plaintiffs’ attorneys as “Class Counsel” to represent all Class Members. You will not be charged for this legal representation.

Class Counsel’s contact information is as follows:

Kane Moon
Allen Feghali
Chancellor D. Nobles
Kaleb G. Oliver
MOON LAW GROUP, PC
725 S. Figueroa Street, Suite 3100
Los Angeles, California 90017
Phone: (213) 232-3128
Fax: (213) 232-3125

Defendant is represented by the following attorneys:

John A. Conkle
Amanda R. Washton
Cassandra Frias
Kelly M. Peterson
THOMPSON HINE LLP
2049 Century Park East, Suite 3500
Los Angeles, California 90067-3217
Phone: (310) 998-9100
Fax: (310) 998-9109

4. *How much is the Settlement for and how can I expect to receive?*

Defendant has agreed to pay a Gross Settlement Amount (“GSA”) of five hundred thousand dollars (\$500,000.00), which will be used to pay the Individual Class Payments to Participating Class Members, Individual PAGA Payments to Aggrieved Employees, Plaintiffs’ Class Representative Service Awards, Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, Settlement Administrator’s Administration Expenses Payment, and payment under PAGA to the Labor and Workforce Development

Agency (“LWDA”). Defendant will separately pay its employer-side payroll taxes owed for Individual Class Payments.

Class Counsel will apply for an award of reasonable attorneys’ fees payable from the GSA in the amount of up to one-third (i.e., one hundred sixty-six thousand six-hundred sixty-six dollars and sixty-seven cents (\$166,666.67)) of the GSA as well as reimbursement of their actual litigation costs not to exceed thirty-five thousand dollars and zero cents (\$35,000.00). Plaintiffs are each seeking a service award from the GSA in the amount of seven thousand five hundred dollars and zero cents (\$7,500.00) (fifteen thousand dollars (\$15,000.00) total) for their service as the Class Representatives. The Parties are asking that fifteen thousand dollars and zero cents (\$15,000.00) of the GSA be allocated to settle the PAGA claims, with sixty five percent (65%) (i.e., nine thousand seven hundred fifty dollars and zero cents (\$9,750.00)) to be paid to the LWDA and the remaining thirty-five percent (35%) (i.e., five thousand two hundred fifty dollars and zero cents (\$5,250.00)) to be distributed to Aggrieved Employees through Individual PAGA Payments. The Administration Expenses Payment of **XXXX** to the Settlement Administrator.

After the above payments are deducted from the GSA, in the amounts finally approved by the Court, the remainder will be distributed to Participating Class Members through Individual Class Payments. Individual Class Payments will be paid on a pro rata basis to Participating Class Members and calculated by the Administrator based on each individual’s number of Workweeks. “Participating Class Members” are Class Members who do not send the Administrator a timely and valid Request for Exclusion from the Settlement. A “Workweek” refers to any week during which a Participating Class Member worked for Defendant for at least one day within the Class Period.

Defendant’s records indicate that you worked approximately _____ **Workweeks**. Accordingly, your Individual Class Payment is estimated to be \$_____. The actual amount of your Individual Class Payment may vary and is subject to standard wage withholdings. Twenty-five percent (25%) of your Individual Class Payment will be treated as wages for tax purposes, subject to all tax withholdings customarily made from an employee’s wages and all other authorized and required withholdings and reported on an IRS Form W-2. The remaining seventy-five percent (75%) will be treated as penalties and interest for tax purposes and reported on an IRS Form 1099.

Individual PAGA Payments will be paid to Aggrieved Employees on a pro rata basis and calculated by the Administrator based on each individual’s number of PAGA Pay Periods. A “PAGA Pay Period” refers to any pay period during which an Aggrieved Employee worked for Defendant for at least one day within the PAGA Period.

Defendant’s records indicate that you worked approximately _____ **PAGA Pay Periods**. Accordingly, your Individual PAGA Payment is estimated to be \$_____. The actual amount may vary. Your Individual PAGA Payment will be treated one hundred percent (100%) as penalties for tax purposes and reported on an IRS Form 1099.

5. *What if I disagree with the number of Workweeks and/or PAGA Pay Periods credited to me?*

If you believe the workweek or pay period information shown above is correct, you do not need to do anything to receive a payment. However, if you believe the information is not correct, you may challenge it by submitting a written dispute stating why you believe the listed Workweeks or PAGA Pay Periods are not correct and provide supporting records (for example, pay stubs) showing the number of Workweeks or PAGA Pay Periods you worked.

The dispute must be sent to the Administrator (whose contact information is listed below) by email or mail if postmarked no later than _____, **20__**. The Administrator will review the information you provide and will make a determination. Defendant’s records will be presumed correct absent credible evidence to rebut the Workweeks and/or PAGA Pay Periods credited to you.

6. *What are my rights regarding this Settlement?*

OPTION 1: Do Nothing

If you do nothing, you will receive a check if the Court finally approves the Settlement and you will release the claims covered by the Settlement (as described below). You do not have to do anything to receive a payment. You are responsible for paying applicable federal, state, or local taxes on your settlement payment.

The front of every check issued to you will show the date when the check expires (“Void Date”). If you do not cash your check by the Void Date, your check will be voided and you will not be able to claim the funds. The Parties have agreed that the Cy Pres Beneficiary will be Court Appointed Special Advocate / Guardians Ad Litem for Los Angeles County “CASA/GAL.”

Note: It is your responsibility to keep a current mailing address on file with the Administrator to ensure receipt of your payment under the Settlement. You should immediately notify the Administrator if you move or otherwise change your mailing address.

OPTION 2: Object to the Settlement

Any Participating Class Member may object to the Class portion of the Settlement. (You do not have standing to object to the PAGA portion of the Settlement.) Submitting an Objection means that you do not want the Settlement, or any particular terms of the Settlement, to be approved by the Court.

Any Objection must be in writing and contain: (1) your full name, current mailing address, last four digits of your Social Security Number (for verification of identity purposes and for the Administrator to contact you, if necessary, to clarify your objection); (2) the case name and number (*Lilian Sanchez v. Flying Food Group, LLC* (Los Angeles Case No. 26STCV02771)); (3) a clear statement that you object to the Settlement and the factual and legal basis, with supporting documents, if any, on which your objection is based; (4) your signature; and (5) the date of signature. The Administrator will not disclose your contact information or Social Security Number to anyone, including the Parties, and your information will be securely held and will not be used for any purpose except to ascertain your identity for administration of this Settlement. Your written Objection must be sent to the Administrator (whose contact information is listed below) by email or mail, if transmitted or postmarked no later than _____, **20__**. A copy of any Objection will be submitted to the Court (with your private information redacted) for the Court’s consideration in relation to whether to finally approve the Settlement.

You are not required to appear at the Final Approval Hearing for your written Objection to be considered. However, if you do not submit a timely and valid written Objection in the manner specified above, you may still appear (or hire an attorney to appear on your behalf) and state your objection at the Final Approval Hearing. If you intend to appear at the Final Approval Hearing, you are not required to file or serve a notice of intent to appear.

If the Final Approval Hearing is continued to another date or time, the Administrator will give notice to any Participating Class Member who submitted an Objection.

Participating Class Members who fail to object in either of the manners specified above shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. If a Participating Class Member objects to this Settlement, the Participating Class Member will remain a member of the Class, and if the Court grants final approval of the Settlement, they will be bound by the terms of the Settlement and any Final Approval Order and Judgment, including the Released Class Claims defined further below.

Note: If you object to the Settlement, you will receive your individual share of the Settlement if the Court approves the Settlement over your Objection.

OPTION 3: Exclude Yourself from The Settlement

If you wish to be excluded from participating in the Class portion of the Settlement, you must submit a valid and timely Request for Exclusion to the Administrator.

The Request for Exclusion must be in writing and include: (1) your full name, current mailing address, last four digits of your Social Security Number (for verification of identity purposes and for the Administrator to contact you, if necessary, to clarify your Request for Exclusion); (2) the case name and number (*Lilian Sanchez v. Flying Food Group, LLC* (Los Angeles Case No. 26STCV02771)); (3) a clear statement that you wish to be excluded from the Settlement; (4) your signature; and (5) the date of signature. The Administrator will not disclose your contact information or Social Security Number to anyone, including the Parties, and your information will be securely held and will not be used for any purpose except to ascertain your identity for administration of this Settlement. Your Request for Exclusion must be sent to the Administrator (whose contact information is listed below) by email or mail if postmarked no later than _____, 20____. Untimely Requests for Exclusion will not be considered. A copy of any Request for Exclusion will be submitted to the Court (with your private information redacted).

If you submit a timely and valid Request for Exclusion following the above instructions, you will not be considered a Participating Class Member, will not receive any Individual Class Payment, and you will not be eligible to object to the terms of the Settlement.

Note: You cannot opt out of the PAGA portion of the proposed Settlement. You are an Aggrieved Employee and when the Court finally approves the Settlement, you will receive an Individual PAGA Payment and be bound by the Released PAGA Claims (as defined below) even if you submit a timely and valid Request for Exclusion.

7. *When is the Final Approval Hearing?*

The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable. The Court's final determination of those issues will be made at the Final Approval Hearing.

The Court will hold a Final Approval Hearing on _____, 20____, at _____ a.m./p.m. in Department _____ of the Superior Court of California, County of Los Angeles.

The Final Approval Hearing may be continued to another date or time without further notice to you. However, the Administrator will give notice of continuance to any Participating Class Member who submitted an Objection.

You do not need to appear at the hearing. If you plan to appear (or hire an attorney to appear on your behalf), you should contact the court clerk for instructions on how to appear or verify the hearing date and time.

8. *Can I be retaliated against for participating in the Settlement?*

The law prohibits Defendant from retaliating against employees for exercising their rights under the law. Therefore, Defendant cannot and will not fire you, demote you, harass you, classify you as ineligible for rehire, or retaliate against you in any other way because you choose to participate, or not participate, in the Settlement, in whole or in part.

9. *What claims are being released as part of the Settlement?*

Released Class Claims by Participating Class Members: All Participating Class Members on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators,

successors, and assigns, release the Released Parties from all claims that were alleged in Plaintiffs' Operative Complaint or that reasonably could have been alleged based solely on the facts asserted therein including but not limited to (1) failure to pay minimum wages; (2) failure to pay overtime compensation; (3) failure to provide meal periods; (4) failure to authorize and permit rest breaks; (5) failure to indemnify necessary business expenses; (6) failure to timely pay final wages at termination; (7) failure to provide accurate itemized wage statements; (8) misclassification; (9) unfair business practices; (10) statutory penalties of any nature; (11) interest; (12) attorneys' fees and costs; and (13) any other claims arising out of or related to the facts alleged in the operative Complaint during the Class Period ("Released Class Claims"). The Released Class Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising outside the Class Period.

Released PAGA Claims by Aggrieved Employees: Plaintiffs and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties which were alleged, or reasonably could have been alleged in Plaintiffs' respective PAGA Notices to the LWDA and in Plaintiffs' Operative Complaint, including for failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to timely pay final wages at termination, and failure to provide accurate itemized wage statements ("Released PAGA Claims"). The Released PAGA Claims include only claims for penalties under PAGA that arose during the PAGA Period.

Effective Date of Releases: The released claims described above will become effective upon entry of the Court's Final Approval Order and Defendant's full funding of the Gross Settlement Amount and its employer-share of payroll taxes.

Released Parties: The "Released Parties" means Defendant, its parent company Flying Food Fare, Inc., subsidiaries and affiliate corporations, including any staffing agencies, temporary employment agencies, labor contractors, professional employer organizations, or other entities that placed, supplied, or provided workers to Company, and each of their respective past, present, and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers, reinsurers, lawyers, successors, assigns, subsidiaries, affiliates, and related entities, including but not limited to any and all supervisors, managers, and human resources personnel employed by Defendant during the Class Period.

10. What if I lose my Settlement check or tax forms?

If you lose or misplace your check before cashing it, the Administrator will replace it as long as you request a replacement before the Void Date that is stated on the face of the original check. The Administrator will also replace any tax forms that you have lost. After the Void Date, the Administrator will cancel your check and transmit the funds to CASA/GAL.

11. How can I get more information?

This Notice contains a summary of the basic terms of the Settlement and description of the Action. For more detail, you may examine a copy of the Settlement as well as the pleadings and other records in the Action, free of charge, during regular business hours at the Court Clerk's office of the Superior Court of California, County of Los Angeles.

If you need more information or have any questions, you may contact the attorneys representing the Parties at the contact information provided above.

You may also contact the Settlement Administrator at the following contact information:

Lilian Sanchez v. Flying Food Group, LLC
c/o [Settlement Administrator Name]
[ADDRESS]
[ADDRESS]
[PHONE NUMBER] | [EMAIL]

**PLEASE DO NOT CONTACT THE COURT FOR LEGAL ADVICE OR FOR INFORMATION
REGARDING THIS NOTICE.**

^[1] Regardless of whether you exclude yourself from the Settlement, you will still receive a portion of the Settlement for release of the civil penalties claim under the California Private Attorneys General Act, Labor Code sections 2698 through 2699.8 (“PAGA”), if the Settlement is finally approved and if you are an Aggrieved Employee.