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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

STEVIE A. HAYES, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

BLUE APRON, LLC; and DOES 1 through 20,
inclusive,

Defendant.

Case No.: C23-01531

**JOINT STIPULATION OF CLASS ACTION
AND PRIVATE ATTORNEYS GENERAL
ACT SETTLEMENT AND RELEASE**

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JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE

Plaintiffs STEVIE A. HAYES (“Plaintiff Hayes”) and CORTEZ MITCHELL (“Plaintiff Mitchell”) (collectively, “Plaintiffs”), as individuals and on behalf of all others similarly situated, and Defendant Blue Apron, LLC (“Defendant”) (collectively, the “Parties”).

I. DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Actions” means *Stevie A. Hayes v. Blue Apron, LLC et al.*, Case No. C23-01531 (Contra Costa Superior Court); *Stevie A. Hayes v. Blue Apron, LLC et al.*, Case No. C23-02278 (Contra Costa Superior Court); *Cortez Mitchell v. Blue Apron, LLC et al.*, Case No. 3:23-cv-05131-RFL (N.D. Cal.) (removed from Contra Costa Superior Court Case No. C23-02125); and *Cortez Mitchell v. Blue Apron, LLC et al.*, Case No. C23-02337 (Contra Costa Superior Court).

2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket costs incurred and to be incurred by Class Counsel in the Action, including but not limited to expert/consultant fees, investigation costs, and costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Action. Class Counsel will request attorneys’ fees not in excess of one-third (1/3) of the Gross Settlement Amount, or One Hundred Ninety-One Thousand, Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$191,666.67). The Attorneys’ Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel’s litigation and settlement of the Action, up to, \$35,000 subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement of costs as set forth above.

3. “Class Counsel” means Aegis Law Firm, P.C. and Crosner Legal P.C.

4. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from their records and provide to the Settlement Administrator within thirty (30) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft

Office Excel and will include each Class Member's full name; most recent mailing address; Social Security number; dates of employment; the respective number of Workweeks that each Class Member worked during the Class Period and PAGA Period; and any other relevant information needed to calculate settlement payments.

5. "Class Member(s)" or "Settlement Class" means all non-exempt employees, including Plaintiffs, who worked directly for Defendant (not through staffing agencies) in California during the Class Period.

6. "Class Period" means the period that is covered by the settlement, which is April 17, 2020 through June 9, 2023.

7. "Class Representative Enhancement Payment" means the amount to be paid to each of the Plaintiffs in recognition of his effort and work in prosecuting the Action on behalf of Class Members and for the release of those claims alleged in the operative First Amended Complaint, Released Class Claims, and Released PAGA Claims, as defined below. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, each of the Plaintiffs will request Court approval of a Class Representative Enhancement Payment of up to Ten Thousand Dollars (\$10,000). Any portion of the Class Representative Enhancement Payment not approved by the Court will shall be retained in the Net Settlement Fund.

8. "Court" means the Contra Costa County Superior Court.

9. "Defendant" means Defendant Blue Apron, LLC.

10. "Effective Date" means the later of: (a) the date that the deadline for seeking appellate review of the trial court's final approval of the settlement has passed without the filing of a timely appeal or timely request for review, or if any timely objections are withdrawn prior to Final Approval, then the date of Final Approval; or (b) if a Class Member files an objection to the Settlement, the Effective Date shall be the sixty-first (61) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or (c) if a timely appeal is initiated by an objector, then the Effective Date will be the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

11. "Final Approval" means the date on which the Court enters an order granting final

1 approval of the Settlement Agreement after the filing of an appropriate motion by Plaintiffs and following
2 appropriate notice to Class Members giving Class Members an opportunity to request exclusion from the
3 class and Settlement and to object to the Settlement.

4 12. "Gross Settlement Amount" means the maximum amount Defendant shall pay in
5 connection with this settlement. Subject to Court approval and the terms of this Agreement, the maximum
6 Gross Settlement Amount Defendant shall be required to pay is Five Hundred Seventy-Five Thousand
7 Dollars (\$575,000.00), to be paid by Defendant in full satisfaction of all Released Class Claims and
8 Released PAGA Claims, which includes all Individual Settlement Payments, Attorneys' Fees and Costs,
9 the Class Representative Enhancement Payment, the PAGA Settlement Amount, and Settlement
10 Administration Costs. In no event will Defendant be liable for more than the Gross Settlement Amount
11 except as otherwise explicitly set forth herein. There will be no reversion of the Gross Settlement Amount
12 to Defendant. Defendant will be separately responsible for any employer payroll taxes required by law,
13 including the employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross
14 Settlement Amount.

15 13. "Individual Settlement Payment" means each Participating Class Member's and PAGA
16 Member's respective shares of the Net Settlement Fund and PAGA Fund as provided by this Settlement
17 Agreement.

18 14. "Net Settlement Fund" means the portion of the Gross Settlement Amount remaining after
19 deducting the Court-approved amounts for the Attorneys' Fees and Costs, the Class Representative
20 Enhancement Payment, the PAGA Settlement Amount, and Settlement Administration Costs. The Net
21 Settlement Fund will be distributed to Participating Class Members. There will be no reversion of the Net
22 Settlement Fund to Defendant.

23 15. "Notice of Objection" means a Class Member's valid and timely written objection to the
24 Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector's full name,
25 signature, address, and telephone number, (b) a written statement of all grounds for the objection
26 accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other documents
27 upon which the objection is based; and (d) a statement whether the objector intends to appear at the final
28 fairness hearing.

16. “Notice Packet” means the Notice of Class Action Settlement, substantially in the form attached as Exhibit A.

17. “PAGA Members” means all non-exempt employees, including Plaintiffs, who worked for Defendant during the PAGA Period.

18. “PAGA Period” means the period from July 8, 2022, through June 9, 2023.

19. “PAGA Settlement Amount” means the amount that the Parties have agreed to pay to the Labor and Workforce Development Agency (“LWDA”) and PAGA Members in connection with Plaintiffs’ claim under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”) (“PAGA Settlement”). The Parties have agreed that Twenty-Five Thousand Dollars (\$25,000) of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to PAGA, Seventy-Five Percent (75%), or Eighteen Thousand, Seven Hundred Fifty Dollars (\$18,750), of the PAGA Settlement Amount will be paid to the California Labor and Workforce Development Agency (“Labor and Workforce Development Agency Payment”), and Twenty-Five Percent (25%), or Six Thousand, Two Hundred Fifty Dollars (\$6,250) (“PAGA Fund”), of the PAGA Settlement will be disbursed to PAGA Members, and regardless whether they request to be excluded from the Settlement Class. One hundred percent (100%) of the PAGA Payment is in settlement of claims for penalties, and therefore shall not be subject to wage withholdings, and shall therefore be reported on IRS Form 1099. No PAGA Member shall have the right or ability to exclude themselves from, object to, or otherwise challenge the PAGA Settlement or the PAGA Fund.

20. “Parties” means Plaintiffs and Defendant, collectively.

21. “Participating Class Members” means all Class Members who do not submit timely and valid Requests for Exclusion.

22. “Plaintiffs” means Plaintiffs Stevie A. Hayes and Cortez Mitchell.

23. “Preliminary Approval” means the date on which the Court enters an order granting preliminary approval of the Settlement Agreement.

24. “Released Class Claims” means all claims, rights, demands, liabilities, and causes of action that were alleged, or reasonably could have been alleged, reasonably arising from, or related to, the same set of operative facts as those set forth in the operative First Amended Complaint during the Class

1 Period, including but not limited to: (a) all claims for unpaid minimum wages; (b) all claims for unpaid
2 overtime; (c) all claims for meal and rest break violations; (d) all claims for the failure to reimburse for
3 necessary business expenses; (e) all claims for the failure to timely pay wages upon termination; (f) all
4 claims for wage statement violations; and (g) all claims asserted through California Business & Professions
5 Code §§ 17200, *et seq.*

6 25. “Released PAGA Claims” means all claims for civil penalties under California Labor
7 Code §§ 2698, *et seq.*, that were brought or could reasonably have been brought based on the facts alleged
8 in Plaintiffs’ LWDA letters during the PAGA Period, or as were alleged in Plaintiffs’ operative complaints.
9 The release of the Released PAGA Claims shall be effective as to all PAGA Members, regardless of
10 whether a PAGA Member submitted a request for an exclusion from the Class.

11 26. “Released Parties” means Defendant, its past, present, and future officers, directors,
12 shareholders, managers, partners, members, employees, attorneys, trustees, investors, agents, principals,
13 heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective past,
14 present, and future successors and predecessors in interest and assigns, subsidiaries, corporations,
15 divisions, affiliates, parents and attorneys, if any.

16 27. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a
17 request to be excluded from the Settlement Class. The Request for Exclusion must: (a) set forth the name,
18 address, telephone number and last four digits of the Social Security Number of the Class Member
19 requesting exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement Administrator;
20 (d) clearly state that the Class Member does not wish to be included in the Settlement; and (e) be faxed or
21 postmarked on or before the Response Deadline.

22 28. “Response Deadline” means the deadline by which Class Members must postmark or fax
23 to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the
24 calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement
25 Administrator. The Response Deadline will be sixty (60) calendar days from the initial mailing of the
26 Notice Packet by the Settlement Administrator, unless the sixtieth (60) calendar day falls on a Sunday or
27 State holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
28 Postal Service is open.

29. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement. Based on an estimated Settlement Class of approximately 823 Class Members, the Settlement Administration Costs are currently estimated to be \$9,750.

30. “Settlement Administrator” means Apex Class Action Administration, or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

31. “Workweeks” means the number of days of employment for each Class Member during the Class Period, subtracting days on leave of absence (if any), dividing by seven (7), and rounding up to the nearest whole number. All Class Members will be credited with at least one Workweek during the Class Period, and all PAGA Members will be credited with at least one Workweek during the PAGA Period.

II. RECITALS

32. On June 21, 2023, Plaintiff Stevie Hayes filed a putative class action against Defendant in the Superior Court of the State of California, County of Contra Costa, Case No. C23-01531 (the “Hayes Class Action”). On September 11, 2023, Plaintiff Hayes separately filed a representative action complaint against Defendant seeking to recover PAGA penalties for the same Labor Code violations, also in Contra Costa Superior Court, Case No. C23-02278 (the “Hayes PAGA Action”).

33. On August 25, 2023, Plaintiff Cortez Mitchell filed a putative class action against Defendant in Contra Costa Superior Court (the “Mitchell Class Action”). On October 6, 2023, Defendant filed a notice of removal, and the Mitchell Class Action is currently proceeding in the United States District Court for the Northern District of California, Case No. 3:23-cv-05131-RFL. On September 15, 2023,

1 Plaintiff Mitchell separately filed a representative action complaint against Defendants seeking to recover
2 PAGA penalties for the same violations, also in Contra Costa Superior Court, Case No. C23-02337 (the
3 “Mitchell PAGA Action”).

4 34. On December 6, 2024, the Hayes Class Action, the Hayes PAGA Action, and the Mitchell
5 PAGA Action were consolidated before the Superior Court for the County of Contra Costa (the
6 “Consolidated Actions”).

7 35. In the Actions, Plaintiffs asserted claims that Defendant:

- 8 (a) Failed to pay minimum wages for all hours worked;
- 9 (b) Failed to pay overtime wages;
- 10 (c) Failed to provide meal periods;
- 11 (d) Failed to provide rest periods;
- 12 (e) Failed to provide accurate wage statements;
- 13 (f) Failed to provide wages when due;
- 14 (g) Failed to reimburse business expenses;
- 15 (h) Violated California Business and Professions Code § 17200 *et seq.*; and
- 16 (i) Violated the Private Attorneys General Act of 2004.

17 36. On March 15, 2024, the Parties participated in a mediation with Deborah Saxe. Although
18 the mediation did not result in a settlement, with the assistance of the mediator, Plaintiffs and Defendant,
19 represented by their respective counsel, engaged in extended negotiations while proceeding in litigation.
20 Finally, in February 2025, the Parties reached a settlement in principle.

21 37. This Settlement Agreement represents a compromise and settlement of highly disputed
22 claims. Nothing in this Settlement Agreement is intended or will be construed as an admission by
23 Defendant that the claims in the Actions of Plaintiffs, the Class, or the PAGA Members have merit or that
24 Defendant bears any liability to Plaintiffs, the Class, or the PAGA Members on those claims or any other
25 claims, or as an admission by Plaintiffs that Defendant’s defenses in the Action have merit. The Parties
26 agree to certification of the Class for purposes of this settlement only. If for any reason the settlement does
27 not become effective, Defendant reserves the right to contest certification of any class for any reason and
28 reserves all available defenses to the claims in the Action.

1 38. Plaintiffs and Class Counsel recognize the expense and length of continued proceedings
2 necessary to litigate Plaintiffs' claims in the Action through trial and through any possible appeals.
3 Plaintiffs also have taken into account the uncertainty and risks of further litigation, and the difficulties and
4 delays inherent in such litigation. Plaintiffs and Class Counsel are also aware of the burdens of proof
5 necessary to establish liability for the claims asserted in the Action, both generally and in response to
6 Defendant's defenses thereto, and the difficulties in establishing damages, penalties, restitution and other
7 relief sought in the Action. Plaintiffs and Class Counsel also have taken into account Defendant's
8 agreement to enter into a settlement that confers substantial benefits upon the Class and PAGA Members
9 and Defendant's financial condition. Based on the foregoing, Plaintiffs and Class Counsel have determined
10 that the settlement set forth in this Settlement Agreement is fair, adequate, and reasonable and is in the best
11 interests of all Class and PAGA Members.

12 39. Defendant has concluded that any further defense of the Actions would be protracted and
13 expensive for all Parties. Substantial amounts of Defendant's time, energy, and resources have been, and
14 unless this settlement is completed, shall continue to be, devoted to the defense of the claims asserted by
15 Plaintiffs. Defendant also has taken into account the risks of further litigation in reaching its decision to
16 enter into this settlement. Even though Defendant contends it is not liable for any of the claims alleged by
17 Plaintiffs in the Actions, Defendant has agreed, nonetheless, to settle in the manner and upon the terms set
18 forth in this Settlement Agreement and to put to rest the claims alleged in the Action. Defendant has
19 asserted and continues to assert that the claims alleged by Plaintiffs have no merit and do not give rise to
20 any liability, damages, restitution, penalties or other payments. This Settlement Agreement is a
21 compromise of disputed claims. Nothing contained in this Settlement Agreement, no documents referred
22 to herein, and no action taken to carry out this Settlement Agreement, shall be construed or used as an
23 admission by or against Defendant as to the merits or lack thereof of the claims asserted in the Action.
24 Defendant contends it has complied with all applicable state, federal, and local laws.

25 **III. MONETARY TERMS**

26 40. Funding of the Gross Settlement Amount. Defendant will make a one-time deposit of the
27 Gross Settlement Amount of Five Hundred Seventy-Five Thousand Dollars and no cents (\$575,000.00)
28 into a Qualified Settlement Account to be established by the Settlement Administrator. Defendant will pay

the employer's share of payroll taxes separately. After the Effective Date, the Gross Settlement Amount will be used for: (a) Individual Settlement Payments; (b) the Labor and Workforce Development Agency Payment; (c) the Class Representative Enhancement Payments; (d) Attorneys' Fees and Costs; and (e) Settlement Administration Costs. If no objection to the Settlement is made, then Defendant will deposit the Gross Settlement Amount and the employer's share of payroll taxes within thirty (30) calendar days after the Effective Date ("Funding Date"). If an objection to the Settlement is made but no appeal is filed, then Defendant shall fund the Gross Settlement Amount and the amount necessary to pay Defendant's share of payroll taxes within thirty (30) calendar days of the of the running of the appeal period. If an appeal is filed, then Defendant shall fund the Gross Settlement Amount and the amount necessary to pay Defendant's share of payroll taxes within thirty (30) calendar days of the date the Judgment is Final and no longer subject to appeal. Defendant will transfer the Gross Settlement Amount to the Settlement Administrator by Automatic Clearing House or wire transfer. All of the Gross Settlement Amount will be disbursed pursuant to this Settlement Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendant. If this Settlement is not finally approved by the Court in full, or is terminated, rescinded, canceled or fails to become effective for any reason, then no portion of the Gross Settlement Amount shall be paid and the entirety of the Gross Settlement Amount shall revert to Defendant.

41. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Class Counsel for Attorneys' Fees and Costs of not more than One Hundred Ninety-One Thousand, Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$191,666.67), plus the reimbursement of all out-of-pocket costs and expenses associated with Class Counsel's litigation and settlement of the Action (including expert/consultant fees, investigations costs, etc.), not to exceed \$35,000, both of which will be paid from the Gross Settlement Amount. If the Court approves Attorneys' Fees and Costs of less than this amount, the remainder will be retained in the Net Settlement Fund for distribution to Participating Class Members. Payroll tax withholding and deductions, if any, will not be taken from the Attorneys' Fees and Costs amount and instead one or more Forms 1099 will be issued to Class Counsel with respect to those payments. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the Attorneys' Fees and Costs. This Settlement is not conditioned upon the Court awarding Class Counsel any

1 particular amount of Attorneys' Fees or Costs.

2 42. Class Representative Enhancement Payments. In recognition of their efforts and work in
3 prosecuting the Action on behalf of Class Members, Defendant agrees not to oppose or impede any
4 application or motion for a Class Representative Enhancement Payment of up to Ten Thousand Dollars
5 (\$10,000) for Plaintiff Hayes, and a Class Representative Enhancement Payment of up to Ten Thousand
6 Dollars (\$10,000) for Plaintiff Mitchell. The Class Representative Enhancement Payment will be paid
7 from the Gross Settlement Amount and will be in addition to Plaintiffs' Individual Settlement Payments
8 paid pursuant to the Settlement. Plaintiffs will be solely and legally responsible to pay any and all
9 applicable taxes on their respective Class Representative Enhancement Payments. Payroll tax withholding
10 and deductions will not be taken from the Class Representative Enhancement Payment and instead a Form
11 1099 will be issued to the Plaintiffs with respect to the payment, who will assume full responsibility and
12 liability for the taxes, penalties, and/or any interest arising as a result of payment of the Class
13 Representative Enhancement Payment. Plaintiffs understand and agree that this Settlement Agreement
14 shall remain in full force and effect even if the full amount of Class Representative Enhancement Payments
15 sought by Plaintiffs are not ultimately awarded by the Court. If the Court approves Class Representative
16 Enhancement Payments of less than \$10,000 each, the remainder will be retained in the Net Settlement
17 Fund for distribution to Participating Class Members.

18 43. Settlement Administration Costs. The Settlement Administrator will be paid for the
19 reasonable costs of administration of the Settlement and distribution of payments from the Gross
20 Settlement Amount, which is currently estimated to be \$9,750. These costs, which will be paid from the
21 Gross Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual Settlement
22 Payments, the issuing of 1099 and W-2 IRS Forms, distributing Notice Packets, calculating and
23 distributing the Gross Settlement Amount, and providing necessary reports and declarations. Prior to
24 Plaintiffs filing a motion for final approval of the Settlement, the Settlement Administrator shall provide
25 the Parties with a statement detailing the Settlement Administration Costs to date.

26 44. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount
27 of Twenty-Five Thousand Dollars (\$25,000) from the Gross Settlement Amount will be designated for
28 satisfaction of Plaintiffs' PAGA claims. Pursuant to PAGA, Seventy-Five Percent (75%), or Eighteen

Thousand Seven Hundred Fifty Dollars (\$18,750), of this sum will be paid to the LWDA and Twenty-Five Percent (25%), or Six Thousand, Two Hundred Fifty Dollars (\$6,250), will be paid to PAGA Members in proportion to the number of Workweeks worked during the PAGA Period. If the Court approves a PAGA Settlement Amount of less than \$25,000, the remainder will be retained in the Net Settlement Fund for distribution to Participating Class Members. All PAGA Members will be sent their share of the PAGA Settlement Amount and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the settlement. One hundred percent (100%) of the PAGA Settlement Amount is in settlement of claims for penalties and not be subject to wage withholdings, and shall be reported on IRS Form 1099.

45. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as Private Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no PAGA Member has the right to exclude himself or herself from the release of the Released PAGA Claims, and all PAGA Members will receive their shares of the PAGA Fund. The Parties also agree that no PAGA Member has the right to object to the PAGA Settlement Amount.

46. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendant.

47. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No portion of the PAGA Fund will revert to or be retained by Defendant.

48. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of Workweeks a Class Member worked during the Class Period and PAGA Period. The Parties recognize that the Individual Settlement Payments to be paid to the Participating Class Members are for wages, interest, and penalties. Specific calculations of Individual Settlement Payments will be made as follows:

- (a) Payments from the Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member during the Class Period and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's

1 estimated "Individual Settlement Payment" from the Net Settlement Fund,
2 the Settlement Administrator will use the following formula: The Net
3 Settlement Fund will be divided by the aggregate total number of
4 Workweeks, resulting in the "Workweek Value." Each Class Member's
5 "Individual Settlement Payment" will be calculated by multiplying each
6 individual Class Member's total number of Workweeks by the Workweek
7 Value. The Individual Settlement Payment will be reduced by any required
8 deductions for each Participating Class Member as specifically set forth
9 herein, including employee-side tax withholdings or deductions. The entire
10 Net Settlement Fund will be disbursed to all Class Members who do not
11 submit timely and valid Requests for Exclusion. If there are any valid and
12 timely Requests for Exclusion, the Settlement Administrator shall
13 proportionately increase the Individual Settlement Payment for each
14 Participating Class Member according to the number of Workweeks worked,
15 so that the amount actually distributed to the Settlement Class equals 100%
16 of the Net Settlement Fund. The Settlement Administrator's determination of
17 the eligibility for and amount of each Individual Settlement Payment shall be
18 binding upon the Class Members and the Parties, yet subject to review by
19 Class Counsel, Defendant's Counsel, and the Court. In the absence of fraud
20 or gross negligence, Defendant's records shall be presumed accurate.

21 (b) Payments from the PAGA Fund. Defendant will calculate the total number
22 of Workweeks worked by each PAGA Member during the PAGA Period and
23 the aggregate total number of Workweeks worked by all PAGA Members
24 during the PAGA Period. To determine each PAGA Member's estimated
25 "Individual Settlement Payment," the Settlement Administrator will use the
26 following formula: The PAGA Fund will be divided by the aggregate total
27 number of Workweeks, resulting in the "PAGA Workweek Value." Each
28 PAGA Member's "Individual Settlement Payment" will be calculated by

1 multiplying each individual PAGA Member's total number of Workweeks
2 by the PAGA Workweek Value. The entire PAGA Fund will be disbursed to
3 all PAGA Members. The Settlement Administrator's determination of the
4 eligibility for and amount of each PAGA Member's Individual Settlement
5 Payment shall be binding upon the PAGA Member and the Parties, yet
6 subject to review by Class Counsel, Defendant's Counsel, and the Court. In
7 the absence of fraud or gross negligence, Defendant's records shall be
8 presumed accurate.

9 49. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
10 Participating Class Members under this Settlement, as well as any other payments made pursuant to this
11 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any
12 Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k)
13 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather,
14 it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or
15 amounts to which any Class Members may be entitled under any benefit plans.

16 50. Escalator. If the number of class members exceeds 823 or the number of workweeks
17 exceeds 21,996 by more than 5%, Defendant shall shorten the release period to an earlier date upon which
18 21,996 workweeks have accrued.

19 51. Defendant's Right to Rescind. Defendant will have, in its sole discretion, the right to void
20 and withdraw from the Settlement if, at any time prior to Final Approval, Ten Percent (10%) or more of
21 Class Members opt out of the settlement. Defendant must exercise this right of rescission in writing to
22 Class Counsel within fourteen (14) calendar days after the Response Deadline. If the option to rescind is
23 exercised, then Defendant will be solely responsible for all Settlement Administration Costs incurred up
24 to the date of rescission. However, the Parties will have no further obligations under the settlement,
25 including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise
26 would have been owed under this Settlement Agreement.

27 **IV. SETTLEMENT ADMINISTRATION**

28 52. Appointment of Settlement Administrator. After obtaining a quote from mutually

1 acceptable and qualified settlement administrators, the Parties have mutually agreed to ask the Court to
2 appoint Apex Class Action Administration as the qualified administrator, to serve as the Settlement
3 Administrator, which, as a condition of appointment, will agree to be bound by this Settlement Agreement
4 with respect to the performance of its duties and its compensation. The Settlement Administrator's duties
5 will include (i) preparing, printing, and mailing the Notice Packet to all Class Members; (ii) conducting a
6 National Change of Address search to update Class Member addresses before mailing the Notice Packets;
7 (iii) re-mailing Notice Packets that are returned to the Class Member's new address; (iv) setting up a toll-
8 free telephone number to receive calls from Class Members; (v) receiving and reviewing for validly
9 completed Requests for Exclusion; (vi) providing the Parties with weekly status reports about the delivery
10 of Notice Packets and receipt of completed Requests for Exclusion; (vii) calculating Individual Settlement
11 Payments; (viii) issuing the checks to effectuate the payments due under the Settlement; (ix) issuing the
12 tax reports required under this Settlement; (x) keeping the Parties timely apprised of the performance of
13 all Settlement Administrator responsibilities required by the Settlement; and (xi) otherwise administering
14 the Settlement pursuant to this Settlement Agreement. The Settlement Administrator will have the
15 authority to resolve all disputes concerning the calculation of a Participating Class Member's Individual
16 Settlement Payment, subject to the dollar limitations and calculations set forth in this Settlement
17 Agreement. The Settlement Administration Expenses, including the cost of printing and mailing the Notice
18 Packet, will be paid out of the Gross Settlement Amount.

19 The Settlement Administrator shall have its own Employer Identification Number under Internal
20 Revenue Service Form W-9 and shall use its own Employer Identification Number in calculating payroll
21 withholdings for taxes and shall transmit the required employers' and employees' share of the
22 withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall
23 establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US
24 Treasury Regulation section 468B-1.

25 53. Administration Process. The Parties agree to cooperate in the administration of the
26 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
27 administration of the Settlement. The Parties also have the right to monitor and review the administration
28 of the Settlement to verify that the monies allocated under the Settlement are distributed in the correct

1 amount, as provided for in this Settlement Agreement.

2 54. Delivery of the Class List. Within thirty (30) calendar days of Preliminary Approval,
3 Defendant will provide the Class List to the Settlement Administrator. To protect Class Members' privacy
4 rights, the Settlement Administrator must maintain the Class List in confidence, use the Class List only for
5 purposes of this Settlement and for no other purpose, and restrict access to the Class List to Settlement
6 Administrator employees who need access to the Class List to effect and perform under this Settlement
7 Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the
8 Class List omitted class member identifying information and to provide a corrected or updated Class List
9 as soon as reasonably feasible. If any or all of the Class List is unavailable to Defendant, Defendant will
10 so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon
11 the Class List prior to when it must be submitted to the Settlement Administrator.

12 55. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class
13 List from Defendant, the Settlement Administrator will mail a Notice Packet to all Class Members via
14 regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

15 56. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement
16 Administrator will perform a search based on the National Change of Address Database for information
17 to update and correct for any known or identifiable address changes. The Settlement Administrator shall
18 exercise its best judgment to determine the current mailing address for each Class Member. Any Notice
19 Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline
20 will be sent promptly (i.e., no later than seven (7) business days after receipt of the undelivered Notice
21 Packet) via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
22 Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is
23 provided, the Settlement Administrator will promptly attempt to determine the correct address using a
24 skip-trace, or other search using the name, address and/or Social Security number of the Class Member
25 involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed Notice
26 Packet, whether by skip-trace or by request, will have either (a) an additional fifteen (15) calendar days
27 from the date the Settlement Administrator re-mails the Notice Packet or (b) until the Response Deadline,
28 whichever is later, to submit a Request for Exclusion or an objection to the Settlement.

1 57. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet
2 will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's
3 principal terms; (c) the Settlement Class and PAGA Member definitions; (d) the total number of
4 Workweeks each respective Class Member and PAGA Member worked for Defendant during the Class
5 Period and PAGA Period; (e) each Class Member's and PAGA Member's estimated Individual Settlement
6 Payment and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the
7 Class Period and PAGA Period; (g) instructions on how to submit Requests for Exclusion or Notices of
8 Objection; (h) the deadlines by which the Class Member must postmark or fax Request for Exclusions, or
9 postmark Notices of Objection to the Settlement; and (i) the claims to be released.

10 If the procedures detailed in this Settlement Agreement are followed, notice to Class Members
11 shall be deemed to have been fully satisfied, and if the intended recipient of the Notice Packet does not
12 receive the Notice Packet, the intended recipient shall nevertheless remain a Class Member and shall be
13 bound by all terms of the Settlement and the Judgment.

14 58. Disputed Information on Notice Packets. Class Members will have an opportunity to
15 dispute the information provided in their Notice Packets. To the extent Class Members dispute their
16 employment dates or the number of Workweeks on record, Class Members may produce evidence to the
17 Settlement Administrator showing that such information is inaccurate. Defendant's records will be
18 presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the
19 Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline, and
20 will be decided within ten (10) business days after the Response Deadline. Any dispute as to this allocation
21 shall be resolved by the Settlement Administrator. If a Notice Packet is re-mailed less than fifteen (15)
22 days prior to the Response Deadline, the response date for disputes will be extended an additional fifteen
23 (15) days.

24 59. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the
25 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The
26 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of
27 receiving the defective submission to advise the Class Member that his or her submission is defective and
28 that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until

(a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

60. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. If a Notice Packet is re-mailed less than fifteen (15) days prior to the Response Deadline, the response date for opt-outs will be extended an additional fifteen (15) days. If a question is raised about the authenticity of a signed Request for Exclusion, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity.

A Non-Participating Class Member will not participate in or be bound by the settlement and the Judgment, except that a PAGA Member will still be paid their allocation of the PAGA Fund and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion. Defendant will remain free to contest any claim brought by any Class Member that would have been barred by this Settlement Agreement, and nothing in this Settlement Agreement will constitute or be construed as a waiver of any defense Defendant has or could assert against such a claim. Persons who submit a Request for Exclusion shall not be permitted to file objections to the settlement or appear at the Final Approval Hearing to voice any objections to the settlement.

(a) Report. Not later than ten (10) calendar days after the deadline for submission of Requests for Exclusion, the Settlement Administration will provide Class Counsel and Defendant's Counsel with a complete and accurate list of all Participating Class Members and all non-Participating Class Members.

61. Objection Procedures. To object to the Settlement Agreement, a Class Member may fax, email, or mail a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline, or appear in person at the Final Approval Hearing. Class Members who fail to object either by submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be deemed to have waived all objections to the Settlement and will be foreclosed from making any objections,

whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal from the final approval order and judgment. Class Counsel will not represent any Class Members with respect to any such objections to this Settlement. If a Class Member timely submits both a Notice of Objection and a Request for Exclusion, the Request for Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the Class Member shall not participate in or be bound by the Settlement. Class Members who do not submit written objections or appear at the Final Approval Hearing to explain their objection(s) shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement Agreement.

62. Certification Reports Regarding Individual Settlement Payment Calculations. The Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report that certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to the Settlement, any re-mailings of the Notice Packet, and whether any Class Member has submitted a challenge to any information contained in their Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

63. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days of the Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class Members and PAGA Members; (b) the Labor and Workforce Development Agency; (c) Plaintiffs; and (d) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement.

64. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more than one hundred and eighty (180) calendar days after issuance will be tendered to Bay Area Legal Aid in the name of and for the benefit of the individual who did not cash their check, and the Participating Class Member or PAGA Member will remain bound by the Settlement. The Parties agree that this disposition results in no "unpaid residue" within the meaning of California Code of Civil Procedure Section 384, as

1 the entire Net Settlement Fund will be paid out to Participating Class Members or PAGA Members,
2 whether or not they all cash their Individual Settlement Payment checks.

3 65. Certification of Completion. Upon completion of administration of the Settlement, and no
4 later than ten days after final disbursement of all funds from the Gross Settlement Amount, the Settlement
5 Administrator will provide a written declaration under oath to certify such completion to the Court and
6 counsel for all Parties, which will include a final report on the disbursements of all funds from the Gross
7 Settlement Amount.

8 66. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
9 be allocated as follows: (a) Twenty Percent (20%) of each Individual Settlement Payment will be allocated
10 as wages for which IRS Forms W-2 will be issued (*i.e.*, the “Wage Portion”); and (b) Eighty (80%) will
11 be allocated as non-wages for which IRS Forms 1099-MISC will be issued (*i.e.*, the “Non-Wage Portion”).
12 Accordingly, the Wage Portion is subject to wage withholdings, and the Non-Wage Portion shall not be
13 subject to wage withholdings.

14 67. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
15 will be responsible for issuing to Plaintiffs, Participating Class Members, PAGA Members, and Class
16 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this
17 Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and
18 penalties to the appropriate government authorities in a timely manner.

19 V. RELEASES OF CLAIMS

20 68. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
21 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request
22 for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as
23 well as any Judgment that may be entered by the Court if it grants final approval to the Settlement.

24 69. Releases by Participating Class Members. Upon the Funding Date, and except as to such
25 rights or claims as may be created by this Settlement Agreement, each Participating Class Member,
26 together and individually, on their behalf and on behalf of their respective heirs, executors, administrators,
27 agents, successors, assigns, representatives, and attorneys, shall fully and forever release and discharge all
28 of the Released Parties, or any of them, from each of the Released Class Claims arising during the Class

1 Period.

2 70. Releases by PAGA Members. Upon the Funding Date, and except as to such rights or
3 claims as may be created by this Settlement Agreement, each PAGA Member, together and individually,
4 on their behalf and on behalf of their respective heirs, executors, administrators, agents, successors, assigns,
5 representatives, and attorneys, shall fully and forever release and discharge all of the Released Parties, or
6 any of them, from each of the Released PAGA Claims during the PAGA Period.

7 71. Releases by Plaintiffs. Plaintiffs Hayes and Mitchell and their respective former and
8 present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
9 release and discharge Released Parties from all claims, transactions, or occurrences that occurred during
10 the Class Period, including, but not limited to all claims, demands, rights, liabilities and causes of action of
11 every nature and description whatsoever, known or unknown, asserted or that might have been asserted,
12 whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of,
13 relating to, or in connection with any act or omission by or on the part of any of the Released Parties arising
14 out of, based upon, or relating to Class Representatives' employment with Defendants or the remuneration
15 for or termination of such employment committed or omitted prior to the execution of this Agreement
16 ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this
17 Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security
18 benefits, workers' compensation benefits that arose at any time. Plaintiffs acknowledge that Plaintiffs may
19 discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe
20 to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects,
21 notwithstanding such different or additional facts or Plaintiffs' discovery of them.

22 72. Plaintiffs' Waiver of Rights Under California Civil Code § 1542. For purposes of
23 Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of
24 Section 1542 of the California Civil Code, which reads:

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

1 **VI. COURT APPROVAL**

2 73. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court in the
3 Consolidated Actions to request the Preliminary Approval of the Settlement Agreement, and the entry of
4 a Preliminary Approval Order for: (a) conditional certification of the Settlement Class for settlement
5 purposes only, (b) preliminary approval of the proposed Settlement Agreement, (c) setting a date for a final
6 fairness hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class
7 Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will submit
8 this Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed
9 Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for drafting
10 all documents necessary to obtain preliminary approval. The Parties agree that provisional certification of
11 the class is for settlement purposes only and is in no way an admission by Defendant in the Action or in
12 any other proceeding that class certification is proper. At the hearing on the Motion for Preliminary
13 Approval, the Parties will jointly appear and support the granting of the motion. Should the Court decline
14 to preliminarily approve material aspects of the Settlement (including but not limited to the scope of release
15 to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class
16 Members), the Parties shall work together in good faith to address any concerns raised by the Court and
17 propose a revised Settlement for the Court's approval.

18 74. Remand and Dismissal of Mitchell Class Action. The Parties agree to seek approval of
19 the Settlement in the Consolidated Actions pending before the California Superior Court for the County
20 of Contra Costa. Plaintiff Mitchell and Defendant agree that, upon execution of this Agreement, they will
21 jointly stipulate to remand the Mitchell Class Action to Contra Costa Superior Court. Counsel for Plaintiff
22 Mitchell will prepare the stipulation. The Parties further agree that, after the Court grants Final Approval
23 of this Settlement resolving the Actions and Defendant funds the entire Gross Settlement Amount and
24 employer portion of wage taxes, Plaintiff Mitchell will file a request for dismissal of the Mitchell Class
25 Action.

26 75. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
27 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
28 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the

1 Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b) the
2 Class Representative Enhancement Payment; (c) Individual Settlement Payments; (d) the Labor and
3 Workforce Development Agency Payment; (e) all Settlement Administration Costs. The final fairness
4 hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Class Counsel
5 will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also
6 be responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing.
7 If the Court does not grant final approval of the Settlement or grants final approval conditioned on any
8 material change to the Settlement (including, but not limited to, the scope of release to be granted by
9 Participating Class Members), then the Parties shall work together in good faith to address any concerns
10 raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the
11 Court of a lesser amount than that sought by Plaintiffs and Class Counsel for the PAGA Fund, Class
12 Representative Enhancement Payments, or the Attorneys' Fees and Costs, will not constitute a material
13 modification to the Settlement within the meaning of this paragraph.

14 Additionally, no later than ten (10) days before the date by which Plaintiffs file the motion for final
15 approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court
16 a declaration of due diligence setting forth its compliance with its obligations under this Settlement
17 Agreement and detailing the Requests for Exclusion it received (including the numbers of valid and
18 deficient Requests) and objections received. Prior to the final approval hearing, the Settlement
19 Administrator will supplement its declaration of due diligence if any material changes occur from the date
20 of the filing of its prior declaration.

21 76. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court
22 or after the final fairness hearing, the Parties will present the Judgment to the Court for its approval. After
23 entry of the Judgment, the Court will have continuing jurisdiction under California Code of Civil
24 Procedure section 664.6 solely for purposes of addressing: (a) the interpretation, implementation, and
25 enforcement of the terms of the Settlement and all orders and judgments entered in connection therewith,
26 (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under
27 court rules or applicable law or as set forth in this Settlement Agreement. Further, upon the Court's final
28 approval of the Settlement, the Settlement Administrator shall post a copy of the Judgment on its website

1 within seven (7) calendar days of entry of the Judgment.

2 **VII. ADDITIONAL PROVISIONS**

3 77. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect of
4 the payments called for hereunder, and Plaintiffs, Participating Class Members, and PAGA Members are
5 not relying on any statement, representation, or calculation by Defendant or by the Settlement
6 Administrator in this regard. Class and PAGA Members and Class Counsel understand and agree that they
7 shall be responsible for the payment of all taxes and penalties assessed on the payments specified herein,
8 and shall hold the Parties, Class Counsel, and Defendant's Counsel free and harmless from and against
9 any claims resulting from treatment of such payments as non-taxable, including the treatment of such
10 payments as not subject to withholding or deduction for payroll and employment taxes.

11 78. No Tax Advice. Plaintiffs, Class Counsel, Defendants and Defense Counsel are not
12 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as
13 such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended)
14 or otherwise.

15 79. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that
16 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
17 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or
18 right herein released and discharged in this Settlement.

19 80. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally
20 approve the Settlement as provided herein; or (b) the Settlement does not become final for any other reason,
21 then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void.
22 Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be
23 treated as void from the beginning, and this Settlement Agreement and any documents related to it shall
24 not be used by any Class Member or Class Counsel to support any claim or request for class certification
25 in the Action, and shall not be used in any other civil, criminal, or administrative action against Defendant
26 or any of the other Released Parties. In the event an appeal is filed from the order granting final approval
27 or Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed
28 pending final resolution of the appeal or other appellate review. Any fees incurred by the Settlement

1 Administrator prior to it being notified of the filing of an appeal from the Judgment, or any other appellate
2 review, shall be paid fifty percent by Defendant and fifty percent by Plaintiffs and paid to the Settlement
3 Administrator.

4 81. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
5 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
6 herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

7 82. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
8 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements,
9 representations, warranties, covenants or inducements may be deemed binding on the Parties. The Parties
10 expressly recognize California Civil Code section 1625 and California Code of Civil Procedure section
11 1856(a), which provide that a written agreement is to be construed according to its terms and may not be
12 varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
13 representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

14 83. Amendment or Modification. No amendment, change, or modification to this Settlement
15 Agreement will be valid unless in writing and signed, either by the Parties or their counsel, and approved
16 by the Court.

17 84. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
18 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
19 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to
20 this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate
21 the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and
22 use their best efforts to effectuate the implementation of the Settlement. If the Parties are unable to reach
23 agreement on the form or content of any document needed to implement the Settlement, or on any
24 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
25 may seek the assistance of the Court to resolve such disagreement. The Parties have cooperated in the
26 drafting and preparation of this Agreement. Hence, in any construction made of this Agreement, the same
27 shall not be construed against any of the Parties.

28 85. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,

1 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

2 86. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will
3 be governed by and interpreted according to the laws of the State of California.

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

9 88. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
10 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this
11 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account
12 all relevant factors, present and potential. The Parties further acknowledge that they are each represented
13 by competent counsel and that they have had an opportunity to consult with their counsel regarding the
14 fairness and reasonableness of this Settlement.

15 89. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement
16 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent
17 with applicable precedents.

18 90. Waiver of Certain Appeals. Provided that the Judgment is consistent with the terms and
19 conditions of this Settlement Agreement, Plaintiffs and Participating Class Members who did not timely
20 submit an objection to the Settlement, Defendant, and their respective counsel hereby agree to: (1) waive
21 any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and
22 appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and
23 any extraordinary writ; and (2) stipulate to class certification for purposes of this Settlement only; except,
24 however, that Plaintiffs or Class Counsel may appeal any reduction to the Attorneys' Fees and Costs below
25 the amount they request from the Court, and either party may appeal any court order that materially alters
26 the Settlement Agreement's terms. The waiver of appeal does not include any waiver of the right to oppose
27 any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment,
28 the time for consummation of the Settlement (including making payments under the Settlement) will be

1 suspended until such time as the appeal is finally resolved and the Judgment becomes final.

2 91. Vacating, Reversal, or Material Modification of Judgment on Appeal or Review. If, after
3 a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or
4 application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material
5 modification to the Settlement (including, but not limited to, the scope of release to be granted by
6 Participating Class Members), and that Court's decision is not completely reversed and the Judgment is
7 not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address
8 any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court
9 not later than fourteen court days after the reviewing Court's decision vacating, reversing, or materially
10 modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the
11 Class Representative Enhancement Payments or the Attorneys' Fees and Costs will not constitute a
12 vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided
13 that Defendant's obligation to make payments under this Settlement will remain limited by the Gross
14 Settlement Amount.

15 92. The Parties Will Not Encourage Class Members to Opt Out or Object. The Parties agree
16 that they and their respective counsel and employees will not encourage any Class Member to opt out of
17 or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to
18 restrict Class Counsel's ability to communicate with, and to advise, Class Members in accordance with
19 Class Counsel's ethical obligations owed to Class Members.

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

23 94. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
24 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute
25 a further waiver by such party of the same or any other condition, covenant, right or remedy.

26 95. Enforcement Actions. In the event that one or more of the Parties institutes any legal action
27 or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to
28 declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to

1 recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert
2 witness fees incurred in connection with any enforcement actions.

3 96. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
4 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
5 more strictly against one party than another merely by virtue of the fact that it may have been prepared by
6 counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between
7 the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

8 97. Representation By Counsel. The Parties acknowledge that they have been represented by
9 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this
10 Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiffs and
11 Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

12 98. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
13 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement
14 Agreement.

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

18 100. Binding Agreement. The Parties warrant that they understand and have full authority to
19 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
20 enforceable and binding on all Parties and all Class Members, subject to the terms and conditions hereof
21 and the Court's approval, and agree that it will be admissible and subject to disclosure in any proceeding
22 to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply
23 under federal or state law.

24 101. Stay of Litigation. The Parties agree that upon the execution of this Settlement Agreement
25 the Actions shall be stayed, except to effectuate the terms of this Settlement Agreement. Pursuant to Code
26 of Civil Procedure section 583.330, the Parties further agree that upon the signing of this Settlement
27 Agreement, the deadline to bring this matter to trial shall be tolled for the entirety of the period of this
28 settlement process.

102. Use and Return of Documents and Data. All originals, copies, and summaries of documents and data provided to Class Counsel by Defendant in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within thirty (30) days after the Defendant fully funds the Gross Settlement Amount, Class Counsel will return or destroy all such documents and data to Defendant and confirm in writing to Defendant the same.

Dated: 9/17/2025 | 8:19 AM PDT

PLAINTIFF STEVIE HAYES

Signed by:

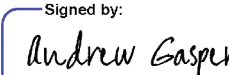
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Dated: _____

PLAINTIFF CORTEZ MITCHELL

Dated: 10/20/2025

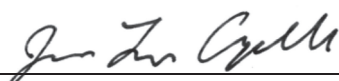
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Dated: September 14, 2025

AEGIS LAW FIRM, PC



Samuel Wong
Jessica Campbell
Attorneys for Plaintiff Stevie Hayes

Dated: _____

CROSNER LEGAL, PC

Brandon Brouillette
Raymond Wendell
Zachary M. Crosner
Attorneys for Plaintiff Cortez Mitchell

Dated: October 20, 2025

GREENBERG TRAURIG, LLP

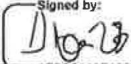


Ellen Bronchetti
Priya Singh
Khushpreet Choumwer
Attorneys for Defendant

102. Use and Return of Documents and Data. All originals, copies, and summaries of documents and data provided to Class Counsel by Defendant in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within thirty (30) days after the Defendant fully funds the Gross Settlement Amount, Class Counsel will return or destroy all such documents and data to Defendant and confirm in writing to Defendant the same.

Dated: 9/17/2025 | 8:19 AM PDT

PLAINTIFF STEVIE HAYES

Signed by: 
AEBB8000E0554DE

Dated: 9/30/25

PLAINTIFF CORTEZ MITCHELL

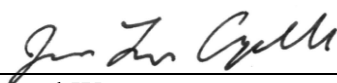


Dated: _____

DEFENDANT BLUE APRON, LLC

1 Dated: September 14, 2025

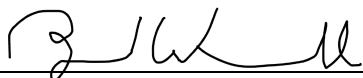
AEGIS LAW FIRM, PC

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4 Samuel Wong
5 Jessica Campbell
6 Attorneys for Plaintiff Stevie Hayes

7 Dated: September 30, 2025

CROSNER LEGAL, PC

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9 Brandon Brouillette
10 Raymond Wendell
11 Zachary M. Crosner
12 Attorneys for Plaintiff Cortez Mitchell

13 Dated: _____

GREENBERG TRAURIG, LLP

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15 _____
16 Ellen Bronchetti
17 Priya Singh
18 Khushpreet Choumwer
19 Attorneys for Defendant
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