SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ROBERTO TOSCANO HERRERA, an individual and on behalf of all others similarly situated; Plaintiff, vs. 180 SNACKS, INC., a California corporation; MICHAEL KIM, an individual; and DOES 1 through 50, Defendants.	Case No.: 30-2023-01346806-CU-OE-CXC [Assigned for All Purposes to: Hon. David A. Hoffer, Dept. CX103] **(SECOND AMENDED PROPOSED) ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Action Filed: September 5, 2023 Trial Date: Not Set

The Motion of Plaintiff Roberto Toscano Herrera ("Plaintiff") for Preliminary Approval of Class Action and PAGA Settlement came on regularly for hearing before this Court. This Court, having considered the proposed Class Action and PAGA Settlement Agreement (the "Agreement") and the Amendment to Class Action and PAGA Settlement Agreement (the "Amendment") attached as Exhibit 1 and Exhibit 2, respectively, to this Order[1]; having considered Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, Memorandum of Points and Authorities in support thereof, and supporting declarations filed therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the class action and PAGA settlement as set forth in the Settlement and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Approval Hearing. For purposes of the Settlement, the Court finds that the proposed Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following Class:

> All current and former non-exempt employees who worked for Defendant 180 Snacks, Inc. within the State of California at any time during the Class Period of September 5, 2019 through August 12, 2025.

2. For purposes of the Settlement, the Court designates named Plaintiff Roberto Toscano Herrera as Class Representative and William C. Sung and Tiffany L. Luu of Justice for Workers, P.C. as Class Counsel.

3. The Court designates Apex Class Action, LLC as the third-party Administrator for mailing notices.

4. The Court approves, as to form and content, the Class Notice, including the Request for Exclusion, Objection to Settlement, and Workweek/Pay Period Challenge forms. The Class Notice in English and Spanish is attached as Exhibit 3 to this Order.

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[1] All defined terms contained herein shall have the same meanings as set forth in the Agreement.

5. The Court finds that the form of notice to the Class regarding the pendency of the action and of the Settlement, and the methods of giving notice to Class Members, constitute the best notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all of the Class Members. The form and method of giving notice complies fully with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

6. The Court further approves the procedures for the Class Members to opt out of or object to the Settlement, as set forth in the Class Notice.

7. The procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Settlement in accordance with the due process rights of all members of the Class.

8. The Court directs the Administrator to mail the Class Notice to Class Members in accordance with the terms of the Settlement.

9. The Class Notice shall provide at least sixty (60) calendar days' notice for Class Members to opt out of, or object to, the Settlement or dispute the number of Class Workweeks and PAGA Pay Periods.

10. The Final Approval Hearing on the question of whether the Settlement should be finally approved as fair, reasonable, and adequate is scheduled in Department CX103 of this Court, located at Civil Complex Center 751 West Santa Ana Blvd., Santa Ana, CA 92701 on May 3, 2027 at 1:30 p.m.

11. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement should be finally approved as fair, reasonable, and adequate for the Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for reasonable attorneys' fees, reimbursement of litigation expenses, service award to Plaintiff, settlement administration costs, and payment to the Labor & Workforce Development Agency ("LWDA") for penalties under the Labor Code Private Attorneys General Act should be granted.

12. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation expenses, Plaintiff's service award, payment to the LWDA, and settlement administration costs, no later than 16 court days prior to the Final Approval Hearing.

13. The Court approves the handling of unclaimed funds set forth in the Settlement Agreement, specifically that any unclaimed funds in the Settlement Administrator's account as a result of a Participating Class Member's failure to timely cash a settlement check shall be transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure § 384, subd. (b).

14. An implementation schedule is below:

Event	Date
Defendants to provide the Administrator with the Class Data	Within 14 calendar days after entry of this Order
Administrator to mail the Class Notice	Within 14 calendar days after receiving the Class Data from Defendants
Response Deadline for Class Members	Within 60 calendar days after the Administrator mails the Class Notice (extended by 14 calendar days for any re-mailed initial Class Notices)
Last Day to File a Motion for Final Approval of Class Action and PAGA Settlement	At least 16 court days before the Final Approval Hearing:
Final Approval Hearing	May 3, 2027 at 1:30 p.m.

15. Pending the Final Approval Hearing, all proceedings in this Action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed. The Court retains jurisdiction to enforce the Settlement pursuant to Code of Civil Procedure § 664.6.

16. The Court orders the Parties and the Administrator to carry out their duties and obligations in accordance with terms of the Settlement and this Order. The Court may, for good cause shown, extend any of the deadlines set forth in this Order without further notice to Class Members.

IT IS SO ORDERED.

DATED: _____, 2026

_____
Hon. David A. Hoffer
Judge of the Superior Court

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Roberto Toscano Herrera ("Plaintiff") and Defendant 180 Snacks, Inc. ("Defendant 180 Snacks") and Michael Kim (collectively, "Defendants"). The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's lawsuit alleging wage and hour violations against Defendants captioned *Roberto Toscano Herrera v. 180 Snacks, Inc. and Michael Kim*, Case No. 30-2023-01346806-CU-OE-CXC, initiated on September 5, 2023 and pending in Superior Court of the State of California, County of Orange.

1.2. "Administrator" means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. "Aggrieved Employee" means all current and former non-exempt employees who worked for Defendant 180 Snacks within the State of California at any time during the PAGA Period.

1.5. "Class" shall mean all current and former non-exempt employees who worked for Defendant 180 Snacks within the State of California at any time during the Class Period.

1.6. "Class Counsel" means William C. Sung and Tiffany L. Luu of Justice for Workers, P.C.

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

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

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

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

1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from September 5, 2019 through August 12, 2025.

1.13. "Class Representative" means Roberto Toscano Herrera, the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of Orange.

1.16. "Defendants" means Defendants 180 Snacks, Inc. and Michael Kim.

1.17. "Defense Counsel" means Jackson Lewis, P.C.

1.18. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no participating Class Member objects to the settlement, the day the Court enters judgment; (b) if one or more participating Class Members objects to the settlement, the day after the deadline for filing a notice of appeal from the judgment, which is 60 days after entry of the judgment; or (c) if a timely appeal from the judgment is filed, the day after the appellate court affirms the judgment and issues a remittitur.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement and conditionally certifying the class for settlement purposes only.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement. Plaintiff agrees to request that the Final Approval Hearing be held within one hundred and twenty (120) calendar days after the Preliminary Approval Order, subject to the Court's availability.

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1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. "Gross Settlement Amount" means Three Hundred Fifty-Six Thousand Two Hundred Fifty Dollars and Zero Cents ($356,250.00) which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administrator's Expenses. The Parties agree that Defendant 180 Snacks' share of the employer's payroll taxes shall be paid by Defendant 180 Snacks in addition to the Gross Settlement Amount.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

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

1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

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

1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699, subd. (i).

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

1.29. "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.

1.30. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant 180 Snacks for at least one day during the PAGA Period.

1.31. "PAGA Period" means the period from July 28, 2022 through August 12, 2025.

1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).

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1.33. "PAGA Notice" means Plaintiff's July 28, 2023 letter to Defendants and the LWDA providing notice pursuant to Labor Code § 2699.3, subd.(a).

1.34. "PAGA Penalties" means Twenty Thousand Dollars and Zero Cents ($20,000.00) which is the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees ($5,000.00) and the 75% to LWDA ($15,000.00) in settlement of PAGA claims.

1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. "Plaintiff" means Roberto Toscano Herrera, the named Plaintiff in the Action.

1.37. "Preliminary Approval" or "Preliminary Approval Order" means the Court's Order Granting Preliminary Approval of the Settlement.

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

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

1.40. "Released Parties" means Defendants and all of their present and former directors, officers, shareholders, owners, members, predecessors, successors, assigns, subsidiaries, affiliates, and any individual or entities acting on their behalf..

1.41. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.42. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, (b) fax, email, or mail his or her Objection to the Settlement, or (c) fax email, or email challenges to the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. Class Members to whom Notice Packets are remailed after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the date the Response Deadline has expired.

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

1.44. "Workweek" means any week during which a Class Member worked for Defendant 180 Snacks for at least one day during the Class Period.

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2. RECITALS.

2.1. On September 5, 2023, Plaintiff commenced this Action by filing a Class Action Complaint alleging causes of action against Defendants for (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3) Meal Period Violations; (4) Rest Period Violations; (5) Wage Statement Penalties; (6) Waiting Time Penalties; and (7) Unfair Competition. On October 2, 2023, Plaintiff filed a First Amended Complaint adding a cause of action for Civil Penalties under the PAGA against Defendants. The First Amended Complaint is the Operative Complaint in the Action. Defendants deny the allegations in the Action, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.

2.2. On or about July 28, 2023, pursuant to Labor Code § 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.3. Defendants deny the allegations in the PAGA Notice, Complaint, and First Amended Complaint, denies any failure to comply with the laws identified in the PAGA Notice, Complaint, and First Amended Complaint, and denies any and all liability for the causes of action alleged.

2.4. On June 12, 2025, the Parties participated in an all-day mediation presided over by Tagore Subramaniam, Esq. which led to this Agreement to settle the Action.

2.5. Prior to mediation, Plaintiff obtained, through informal discovery, Defendants' policies and procedures at issue, information regarding Defendants' operations, and class records, including a sampling of Class Members' time and payroll records. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar"*).

2.6. The Court has not granted class certification.

2.7. 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. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay Three Hundred Fifty-Six Thousand Dollars Two Hundred Fifty Dollars and Zero Cents ($356,250.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the

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deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than $5,000.00. Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: Attorney's fees of not more than 33 1/3% of the Gross Settlement Amount which is currently estimated to be $118,750.00 and reimbursement of litigation costs of up to $20,000.00. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fee Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fee Payment and Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: The Administration Expenses Payment not to exceed $5,490.00 except for a showing of good cause and as approved by the Court. Defendants will not oppose requests for these payments provided that they do not exceed this amount. To the extent the Administration Expenses

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Payment is less or the Court approves a payment of less than $5,490.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated 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 each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will 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 amount of $20,000.00 to be paid from the Gross Settlement Amount, with 75% ($15,000.00) allocated to the LWDA Payment and 25% ($5,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($5,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

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4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee PAGA Pay Periods. Based on a review of its records to date, Defendants estimate that there are 84 Class Members who collectively worked a total of 12,775 Workweeks, and 70 Aggrieved Employees who worked a total of 2,297 PAGA Pay Periods.

4.2. Class Data. Not later than 14 days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must 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 Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees

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(including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. Each settlement check mailed to a Participating Class Member shall contain, on the back of the check, a limited endorsement stating that by cashing the check, the individual joins the Fair Labor Standards Act claims in the case and agrees to be bound by the Settlement and release of claims in the case.

4.4.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are retuned undelivered without United States Postal Service ("USPS") forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure § 384, subd. (b).

4.4.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants 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. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and Plaintiff's respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences related to Plaintiff's employment with Defendant 180 Snacks, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA

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claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice or ascertained in the course of the Action. ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

5.2 Release by 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 Released Parties from all claims under state and local law that were or reasonably could have been asserted based on the facts and allegations made in the Operative Complaint, including without limitation, California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 226, 226.3, 226.7, 510, 512, 516, 558, 558.1, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, California Industrial Commission Wage Orders, and Business and Professions Code §§ 17200*, et seq.*, and including all claims for unpaid wages, overtime or double time wages, minimum wages, liquidated damages, statutory penalties recoverable pursuant to the claims listed above, interest, fees, costs, as well as all other claims and allegations alleged in the Operative Complaint, arising during the Class Period (the "Released Class Claims").

5.3 Release by Aggrieved Employees: All Aggrieved Employees 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 civil penalties under state and local law that were or reasonably could have been asserted based on the facts and allegations alleged in Plaintiff's PAGA Notice and the Operative Complaint, including without limitation, California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 516, 558, 558.1, 1182, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698, *et seq.*, 2802, California Industrial Commission Wage Orders, and including all claims

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for unpaid wages, overtime or double time wages, minimum wages, meal periods and meal period premiums, rest periods and rest period premiums, timely payment of wages during employment and at separation, wage statement penalties, recordkeeping penalties, penalties recoverable pursuant to the claims listed above (including civil penalties pursuant to PAGA), interest, fees, costs, as well as all other claims and allegations alleged in the PAGA Action, arising during the PAGA Period ("Released PAGA Claims").

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 Defendants' Declaration in Support of Preliminary Approval. Within 14 days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed declaration from Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their declaration, Defense Counsel shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code § 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; and (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code § 2699.3, subd. (a)), Operative Complaint (Labor Code § 2699, subd. (l)(1)), this Agreement (Labor Code § 2699, subd. (l)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator. In their declarations, Plaintiff and Class Counsel shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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

7. SETTLEMENT ADMINISTRATION.

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

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

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

7.4 Notice to Class Members.

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

7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice, with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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

7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith. in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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 may make the initial determination regarding Requests for Exclusion, and if

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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. However, the Court shall make the final determination regarding any Requests for Exclusion. The Administrator shall provide a declaration to be included in Plaintiff's Motion for Final Approval filing and attached as exhibits: (1) all Requests for Exclusion, including any evidence submitted, and (2) the Administrator's initial decision, and the Court shall make the final determination regarding any such Requests for Exclusion..

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is 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 Participating Class Members' Release under Paragraph 5.2 of this Agreement, 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 is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator may make the initial determination regarding any challenge, but the Court shall make the final determination regarding any challenges of Class Member's allocation of Workweeks and/or PAGA Pay Periods. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's initial determination of the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees

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Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

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

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods

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received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make initial decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. However, the Court shall make the final determination regarding any challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator shall provide a declaration to be included in Plaintiff's Motion for Final Approval filing and attached as exhibits: (1) all disputes, including any evidence submitted, and (2) the Administrator's initial decision, and the Court shall make the final determination regarding any such challenge.

7.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and the full names of Class Members who opted out of the settlement, the high, low, and average Individual Class Payments, and the high, low, and average Individual PAGA Payments. 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.

7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will 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 15 days before any deadline set by the Court, the Administrator will 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. Based on a review of its records to date, Defendants estimate that there are 84 Class Members who collectively worked a total of 12,775 Workweeks, and 70 Aggrieved Employees who worked a total of

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2,297 PAGA Pay Periods. If the total number of Workweeks is 10% higher (14,052 Workweeks), then Defendants shall have the option to either: (1) de-escalate the settlement so that the Class Period ends on the date that the Workweek count totals no more than 14,052 Workweeks and the PAGA Period will end on the same date as the Class Period; or (2) permit the Gross Settlement Amount to be increased proportionally by the Workweeks in excess of 10% (14,052 Workweeks) (the "Escalator Clause"). Within 14 calendar days after the execution of this Agreement, Defendants shall verify the total number of Workweeks during the Class Period by either submitting a declaration to Class Counsel stating the total number of Workweeks during the Class Period or providing the number of Workweeks or dates of employment of Class Members to the Administrator who will calculate Workweeks. If the Escalator Clause is triggered, prior to the hearing on preliminary approval, Defendants shall choose to either change the end date of the Class Period or increase the Gross Settlement Amount in accordance with the Escalator Clause such that there is a date certain on the Class Period for preliminary approval.

9. DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Administration Expenses Payment incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than 14 days within learning this information; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code § 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 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 5 days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or

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Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

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

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the 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 in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses Payment reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have

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merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take

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all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

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

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

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

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

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

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

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

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

12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code §1152, and all copies and summaries of the Class Data provided to

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Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.15 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.

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

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

To Plaintiff:

JUSTICE FOR WORKERS, P.C.
William C. Sung
Tiffany L. Luu
3600 Wilshire Blvd., Ste. 1815
Los Angeles, CA 90010
T: (323) 922-2000
william@justiceforworkers.com
tluu@justiceforwokers.com

To Defendants:

Michael M. Kowsari
Shiva Anari
JACKSON LEWIS P.C.
725 S. Figueroa Street., Ste. 2500
Los Angeles, CA 90017
(213) 689-0404
Michael.Kowsari@jacksonlewis.com
Shiva.Anari@jacksonlewis.com

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

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

ACCEPTED AND AGREED

Dated: 03-19, 2026

DEFENDANT 180 SNACKS, INC.

Timothy Kim

By: Timothy Kim

Its: GM and authorized representative

Dated: 03-12-, 2026

DEFENDANT MICHAEL KIM

Michael Kim

Dated: 02/24, 2026

PLAINTIFF

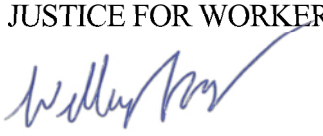
Roberto Toscano Herrera

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AGREED AS TO FORM

Dated February 24, 2026

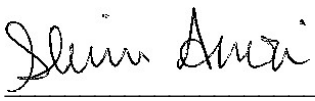
JUSTICE FOR WORKERS, P.C.



William C. Sung
Tiffany L. Luu
Attorneys for Plaintiff

Dated: March 24, 2026

JACKSON LEWIS, P.C.



James P. Carter
Shiva Anari
Attorney for Defendants

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EXHIBIT 2

AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Amendment to Class Action and PAGA Settlement Agreement ("Amendment") is made by and between Plaintiff Roberto Toscano Herrera ("Plaintiff") and Defendant 180 Snacks, Inc. ("Defendant 180 Snacks") and Michael Kim (collectively, "Defendants") pursuant to the Court's August 10, 2026 ruling on Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. The Amendment refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

The Amendment shall modify the Parties' Class Action and PAGA Settlement Agreement and Class Notice ("Agreement") fully executed by the Parties on March 13, 2026 by replacing the below-referenced paragraphs from the Agreement to read as follows. The Parties agree that in the event of a conflict between any term in the Agreement and the Amendment, the terms set forth in this Amendment shall control.

1. DEFINITIONS.

1.11 "Class Notice" means the revised COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Amendment.

1.22 "Gross Settlement Amount" means Three Hundred Sixty-Seven Thousand Seven Hundred Fifty-Six Dollars and Eighty-Eight ($367,756.88) which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administrator's Expenses. The Parties agree that Defendant 180 Snacks' share of the employer's payroll taxes shall be paid by Defendant 180 Snacks in addition to the Gross Settlement Amount.

3. RECITALS.

3.1 Gross Settlement Amount. Defendants promise to pay Three Hundred Sixty-Seven Thousand Seven Hundred Fifty-Six Dollars and Eighty-Eight ($367,756.88) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have 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 will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

8. RESERVED.

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ACCEPTED AND AGREED:

Dated: Nov 10, 2026

DEFENDANT 180 SNACKS, INC.

Eugene Kim

By: Eugene Kim

Its: EK and authorized representative

Dated: Nov 10, 2026

DEFENDANT MICHAEL KIM

Michael Kim

Michael Kim

Dated: 10/29/26, 2026

PLAINTIFF

Roberto Toscano Herrera

AGREED AS TO FORM

Dated October 29, 2026

JUSTICE FOR WORKERS, P.C.

William C. Sung
Tiffany L. Luu
Attorneys for Plaintiff

Dated: November 10, 2026

JACKSON LEWIS, P.C.

James P. Carter
Shiva Anari
Attorney for Defendants

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EXHIBIT 3

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

Roberto Toscano Herrera v. 180 Snacks, Inc., et al., Case No. 30-2023-01346806-CU-OE-CXC

The Superior Court for the State of California authorized this Notice of Class Action and PAGA Settlement (the "Notice"). Read it carefully!

It's not junk mail, spam, advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class and PAGA action lawsuit ("Action") against 180 Snacks, Inc. ("Defendant 180 Snacks") and Michael Kim (collectively, "Defendants") for alleged wage and hour violations. The Action was filed by a former employee Roberto Toscano Herrera ("Plaintiff") and seeks payment of (1) back wages and other relief for a class of all current and former non-exempt employees who worked for Defendant 180 Snacks within the State of California at any time during the Class Period of September 5, 2019 through August 12, 2025 ("Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all current and former non-exempt employees who worked for Defendant 180 Snacks within the State of California at any time during the PAGA Period of July 28, 2022 through August 12, 2025 ("Aggrieved Employees").

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

Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $INSERT (less withholding) and your Individual PAGA Payment is estimated to be $INSERT**. The actual amount you may receive may be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendants' records showing that **you worked INSERT Workweeks** during the Class Period, and **you worked INSERT PAGA Pay Periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing**. You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is** _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **6** of this Notice. A Template/Example Request for Exclusion is attached to this notice as Exhibit 1. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by** _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section **7** of this Notice. A Template/Example Objection to Settlement is attached to this notice as Exhibit 2.

You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section **4** of this Notice. A Template/Example Workweek/Pay Period Challenge is attached to this notice as Exhibit 3.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant 180 Snacks, Inc. The Action accuses Defendants of violating California labor laws by failing to pay all wages due including minimum and overtime wages, failing to provide legally compliant meal and rest periods, failing to pay wages due upon termination, and failing to provide accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq*.) ("PAGA"). Plaintiff is represented by attorneys in the Action: William C. Sung and Tiffany L. Luu of Justice for Workers, P.C. ("Class Counsel")

Defendants deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel believe the Settlement is fair because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay $367,756.88 as the Gross Settlement Amount. Defendants have agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement Amount within 30 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

   A. Up to $110,327.06 (30% of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to $20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   B. Up to $5,000.00 to Plaintiff as Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

   C. Up to $5,490.00 to the Administrator for services administering the Settlement.

   D. $20,000.00 for PAGA Penalties, allocated 75% ($15,000.00) to the LWDA Payment and 25% ($5,000.00) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

   Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

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

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date), which will be 180 days after its issuing date. If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

   If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **INSERT**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the **INSERT** Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendants. A Template/Example Request for Exclusion is attached to this notice as Exhibit 1.

   You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

8. Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also initially decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. As described below, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA Penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

   The Participating Class Members will be bound by the following release:

   > All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims under state and local law that were or reasonably could have been asserted based on the facts and allegations made in the Operative Complaint, including without limitation, California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 226, 226.3, 226.7, 510, 512, 516, 558, 558.1, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, California Industrial Commission Wage Orders, and Business and Professions Code §§ 17200, et seq., and including all claims for unpaid wages, overtime or double time wages, minimum wages, liquidated damages, statutory penalties recoverable pursuant to the claims listed above, interest, fees, costs, as well as all other claims and allegations alleged in the Operative Complaint, arising during the Class Period (the "Released Class Claims").

10. Aggrieved Employees' PAGA Release. As described below, all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

    The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

    > All Aggrieved Employees 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 civil penalties under state and local law that were or reasonably could have been asserted based on the facts and allegations alleged in Plaintiff's PAGA Notice and the Operative Complaint, including without limitation, California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 516, 558, 558.1, 1182, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698, et seq., 2802, California Industrial Commission Wage Orders, and including all claims for unpaid wages, overtime or double time wages, minimum wages, meal periods and meal period premiums, rest periods and rest period premiums, timely payment of wages during employment and at separation, wage statement penalties, recordkeeping penalties, penalties recoverable pursuant to the claims listed above (including civil penalties pursuant to PAGA), interest, fees, costs, as well as all other claims and allegations alleged in the PAGA Action, arising during the PAGA Period ("Released PAGA Claims").

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $5,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/PAGA Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until **INSERT** (60 days after this Notice was mailed) to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information. A Template/Example Workweek/Pay Period Challenge is attached to this notice as Exhibit 3.

   You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or PAGA Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will make the initial determination regarding your Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. However, the Court will make the final determination regarding any such challenge.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who does not opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as in this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Roberto Toscano Herrera v. 180 Snacks, Inc., et al.*, Case No. 30-2023-01346806-CU-OE-CXC, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must receive your request to be excluded by INSERT (60 days after this Notice was mailed), or it will be invalid.** The Administrator will make the initial determination regarding your request for exclusion; however, the Court will make the final determination regarding any request for exclusion. Section 9 of the Notice has the Administrator's contact information. A Template/Example Request for Exclusion is attached to this notice as Exhibit 1.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 court days before the **INSERT** Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Attorneys' Fees and Litigation Costs and Class Representative Service Payment stating (i) the amount Class Counsel is requesting for Attorneys' Fees and Litigation Costs; and (ii) the amount Plaintiff is requesting as Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website www._____.com or the Court's website https://civilwebshopping.occourts.org/Login.do.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Attorneys' Fees and Litigation Costs, and Class Representative Service Payment may wish to object. **The deadline for sending written objections to the Administrator is INSERT**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, Roberto Toscano Herrera v. 180 Snacks, Inc. and Michael Kim, Case No. 30-2023-01346806-CU-OE-CXC, and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information. A Template/Example Objection to Settlement is attached to this notice as Exhibit 2.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing **INSERT** at **INSERT** a.m./p.m. in Department CX103 of the Civil Complex Center, Orange Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. At the Hearing, the judge will decide whether to

grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via https://occourtsapp.azurewebsites.us/aci/checkin-results?dept=CX103. Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website www._____.com beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at www._____.com, which will be available on the administrator's website for at least 180 days following entry of judgment, which occurs after the Court grants final approval. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to https://www.lacourt.org/casesummary/ui/) and entering the Case Number for the Action, Case No. 30-2023-01346806-CU-OE-CXC. You can also make an appointment to personally review court documents in the Clerk's Office at the Orange Superior Court.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:	Administrator:
William C. Sung, Esq. Tiffany L. Luu, Esq. Justice for Workers, P.C. 3600 Wilshire Blvd., Ste. 1815 Los Angeles, CA 90010 Tel: (323) 922-2000 william@justiceforworkers.com tluu@justiceforworkers.com	Apex Class Action LLC support@apexclassaction.com P.O. Box 54668, Irvine, CA 92619 Telephone: (800) 355 - 0700 Fax Number: (949) 989-4428

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

REQUEST FOR EXCLUSION

Roberto Toscano Herrera v. 180 Snacks, Inc., et al., Case No. 30-2023-01346806-CU-OE-CXC

Apex Class Action
support@apexclassaction.com
P.O. Box 54668,
Irvine, CA 92619
Telephone: (800) 355 - 0700
Fax Number: (949) 989-4428

Settlement Administrator,

I request to be excluded from the *Roberto Toscano Herrera v. 180 Snacks, Inc., et al.*, Case No. 30-2023-01346806-CU-OE-CXC Class Settlement. My name and contact information is below:

Employee Name:	
Employee Address:	
Employee Phone Number: Approximate Employment Dates:	

Thank you,

Signature: _____

OBJECTION TO SETTLEMENT

Roberto Toscano Herrera v. 180 Snacks, Inc., et al., Case No. 30-2023-01346806-CU-OE-CXC

Apex Class Action
support@apexclassaction.com
P.O. Box 54668,
Irvine, CA 92619
Telephone: (800) 355 - 0700
Fax Number: (949) 989-4428

Settlement Administrator,

I object to the *Roberto Toscano Herrera v. 180 Snacks, Inc., et al.*, Case No. 30-2023-01346806-CU-OE-CXC Class Settlement.

[Insert what you object to, why you object, and any facts that support your objection.]

My name and contact information is below:

Employee Name:	
Employee Address:	
Employee Phone Number:	
Approximate Employment Dates:	

Thank you,

Signature: _____

WORKWEEK/PAY PERIOD CHALLENGE

Roberto Toscano Herrera v. 180 Snacks, Inc., et al., Case No. 30-2023-01346806-CU-OE-CXC

Apex Class Action
support@apexclassaction.com
P.O. Box 54668,
Irvine, CA 92619
Telephone: (800) 355 - 0700
Fax Number: (949) 989-4428

Settlement Administrator,

I write to challenge the number of Workweeks and/or PAGA Pay Periods as shown on the Settlement Notice I received regarding the *Roberto Toscano Herrera v. 180 Snacks, Inc., et al.*, Case No. 30-2023-01346806-CU-OE-CXC Class Settlement.

My name and contact information is below:

Employee Name:	
Employee Address:	
Employee Phone Number:	
Approximate Employment Dates:	

Below are the number of workweeks and pay periods listed in the Notice I received, and the number of workweeks and/or pay periods I believe should be listed:

	Class Workweeks (Workweeks worked between September 5, 2019 through August 12, 2025)	PAGA Pay Periods (Pay Periods worked between July 28, 2022 through August 12, 2025)
Listed on Class Notice		
Employee Proposed		

I have attached/enclosed supporting documents regarding the challenge above.

Thank you,

Signature: _____

NOTIFICACIÓN APROBADA POR EL TRIBUNAL SOBRE EL ACUERDO DE DEMANDA COLECTIVA Y PAGA, Y FECHA DE LA AUDIENCIA DE APROBACIÓN FINAL

Roberto Toscano Herrera v. 180 Snacks, Inc., et al., Caso No. 30-2023-01346806-CU-OE-CXC

El Tribunal Superior del Estado de California autorizó esta Notificación de Acuerdo de Demanda Colectiva y PAGA (la "Notificación"). ¡Léalo atentamente!

No es correo basura, spam, publicidad ni una solicitud de representación por parte de un abogado. No se le está demandando.

Puede cumplir los requisitos para recibir dinero de una demanda colectiva laboral ("Demanda") contra 180 Snacks, Inc. ("Demandado 180 Snacks") y Michael Kim (en conjunto, los "Demandados") por presuntas infracciones relacionadas con los salarios y las horas de trabajo. La Demanda fue presentada por Roberto Toscano Herrera ("Demandante"), exempleado, y solicita el pago de (1) salarios atrasados y otras indemnizaciones para una clase de empleados actuales y exempleados no exentos que trabajaron para el Demandado 180 Snacks dentro del estado de California en cualquier momento durante el Período de la Clase, del 5 de septiembre de 2019 al 12 de agosto de 2025 ("Miembros de la Clase"); y (2) sanciones en virtud de la Ley General de Abogados Privados de California ("PAGA") para todos los empleados actuales y exempleados no exentos que trabajaron para el Demandado 180 Snacks dentro del estado de California en cualquier momento durante el Período PAGA, del 28 de julio de 2022 al 12 de agosto de 2025 ("Empleados Agraviados").

El Acuerdo propuesto tiene dos partes principales: (1) un Acuerdo de Demanda Colectiva que requiere que los Demandados financien Pagos Individuales de la Clase, y (2) un Acuerdo PAGA que requiere que los Demandados financien Pagos Individuales PAGA y sanciones PAGA a la Agencia del Desarrollo y Fuerza Laboral de California ("LWDA").

Según los registros de los Demandados y las suposiciones actuales de las Partes, **se estima que su Pago Individual de la Clase es de $ INSERT (menos retenciones) y su Pago Individual PAGA se estima en $INSERT**. El monto real que puede recibir probablemente será diferente y dependerá de una serie de factores. (Si no se indica ningún monto para su Pago Individual PAGA; entonces, de acuerdo con los registros de los Demandados, usted no es elegible para dicho pago en virtud del Acuerdo porque no trabajó durante el Período PAGA.)

Las estimaciones anteriores se basan en los registros de los Demandados que muestran **que trabajó INSERT Semanas laborales** durante el Período de la Clase, así **como INSERT Períodos de Pago** PAGA durante el Período PAGA. Si trabajó más semanas laborales en cualquiera de los períodos, puede enviar su impugnación antes de la fecha límite. Consulte la Sección 4 de esta Notificación.

El Tribunal ya aprobó preliminarmente el Acuerdo propuesto y aprobó esta Notificación, pero aún no ha decidido si concede la aprobación final. Sus derechos legales se verán afectados tanto si actúa como si no. Lea cuidadosamente esta Notificación. Se considerará que usted lo ha leído cuidadosamente y lo ha comprendido. En la Audiencia de Aprobación Final, el Tribunal decidirá si finalmente aprueba el Acuerdo y cuánto del Acuerdo se pagará al Demandante y a sus abogados ("Abogados de la Clase"). El Tribunal también decidirá si dictar una sentencia que requiera que los Demandados realicen pagos en virtud del Acuerdo y exija a los Miembros de la Clase y Empleados Agraviados que renuncien a sus derechos para hacer valer ciertas reclamaciones contra los Demandados.

Si trabajó para los Demandados durante el Período de la Clase y/o el Período PAGA, tiene dos opciones básicas bajo el Acuerdo:

(1) **No hacer nada**. No tiene que hacer nada para participar en el Acuerdo propuesto y ser elegible para un Pago Individual de la Clase y/o un Pago Individual PAGA. Sin embargo, como Miembro Participante de la Clase, renunciará a su derecho a hacer valer las reclamaciones salariales del Período de la Clase y por sanciones del Período PAGA contra los Demandados.

(2) **Excluirse del Acuerdo de Demanda Colectiva**. Puede excluirse del Acuerdo de Demanda Colectiva (optar por no participar) mediante una Solicitud de Exclusión o mediante una notificación por escrito al Administrador. Si decide excluirse del Acuerdo, no recibirá un Pago Individual de la Clase. Sin embargo, conservará su derecho a presentar personalmente reclamaciones salariales del Período de la Clase contra los Demandados y, si es un Empleado Agraviado, seguirá siendo elegible para un Pago Individual PAGA. No puede excluirse de la porción PAGA del Acuerdo propuesto.

Los Demandados no tomarán represalias contra usted por ninguna acción que usted tome con respecto al Acuerdo propuesto.

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO

No tiene que hacer nada para participar en el Acuerdo	Si no hace nada, será un Miembro Participante de la Clase, elegible para un Pago Individual de la Clase y un Pago Individual PAGA (si corresponde). A cambio, renunciará a su derecho a hacer valer las reclamaciones salariales contra los Demandados que están cubiertas por este Acuerdo (Reclamaciones Liberadas).
Puede excluirse del Acuerdo de Demanda Colectiva, pero no del Acuerdo PAGA **La fecha límite de exclusión es** _____	Si no desea participar plenamente en el Acuerdo propuesto, puede excluirse del Acuerdo de Demanda Colectiva enviando al Administrador una Solicitud de Exclusión por escrito. Una vez excluido, será un Miembro No Participante de la Clase y ya no será elegible para un Pago Individual de la Clase. Los Miembros No Participantes de la Clase no pueden objetar ninguna parte del Acuerdo propuesto. Consulte la sección **6** de esta Notificación. Se adjunta a esta notificación una plantilla/ejemplo de la Solicitud de Exclusión como Anexo 1. No puede excluirse de la porción PAGA del Acuerdo propuesto. Los Demandados deben emitir Pagos Individuales PAGA a todos los Empleados Agraviados, quienes deben renunciar a sus derechos para presentar Reclamaciones Liberadas (definidas más adelante).
Los Miembros Participantes de la Clase pueden objetar el Acuerdo de Demanda Colectiva pero no el Acuerdo PAGA	Todos los Miembros que no se excluyan ("Miembros Participantes de la Clase") pueden objetar cualquier aspecto del Acuerdo propuesto. La decisión del Tribunal de aprobar el Acuerdo incluirá una determinación de cuánto se pagará a los Abogados de la Clase y al Demandante quien interpuso la Demanda en nombre de la Clase. Usted no es responsable de ningún pago a los Abogados de la Clase ni al Demandante, pero cada dólar destinado a dichos pagos reduce el monto total que se distribuirá entre los Miembros Participantes de la Clase. Puede objetar las cantidades solicitadas por los Abogados de la Clase o por el

Las Objeciones por escrito deben presentarse a más tardar el	Demandante si considera que no son razonables. Consulte la Sección **7** de esta Notificación. Se adjunta a esta notificación una Plantilla/Ejemplo de Objeción al Acuerdo como Anexo 2.
Puede participar en la Audiencia de Aprobación Final, que se celebrará el	La Audiencia de Aprobación Final del Tribunal está programada el _____. No tiene que asistir pero tiene derecho a comparecer (o a pagar su propio abogado para que comparezca en su nombre), en persona, por teléfono o por la plataforma de comparecencia virtual del Tribunal. Los Miembros Participantes de la Clase pueden objetar verbalmente al Acuerdo en esta audiencia. Consulte la Sección **8** de esta Notificación.
Puede impugnar el cálculo de sus Semanas Laborales/Períodos de Pago **Las Impugnaciones por escrito deben presentarse a más tardar el**	El monto de su Pago Individual de la Clase y Pago PAGA (si corresponde) dependen de cuántas semanas laborales trabajó al menos un día durante el Período de la Clase y respectivamente de cuántos Períodos de Pago PAGA trabajó al menos un día durante el Período PAGA. El número de Semanas Laborales del Período de la Clase y el de Períodos de Pago PAGA en los que trabajó, de acuerdo con los registros de los Demandados, se indican en la primera página de esta Notificación. Si no está de acuerdo con cualquiera de estos números, debe impugnarlos a más tardar el _____. Consulte la Sección **4** de esta Notificación, ya que se adjunta una plantilla/ejemplo de Impugnación de semana laboral/período de pago como Anexo 3.

1. ¿DE QUÉ TRATA LA DEMANDA?

El Demandante es un exempleado del Demandado 180 Snacks, Inc. La Demanda acusa a los Demandados de infringir las leyes laborales de California al no pagar todos los salarios adeudados, incluidos los salarios mínimos y las horas extras, al no proporcionar períodos de comida y descanso que cumplan con la ley, al no pagar los salarios adeudados al momento de la terminación laboral y al no proporcionar declaraciones salariales detalladas y precisas. Sobre la base de las mismas reclamaciones, el Demandante también ha presentado una reclamación por sanciones civiles en virtud de la Ley General de Abogados Privados de California (Código Laboral §§ 2698, *y sig*.) ("PAGA"). El Demandante está representado por los abogados: William C. Sung, Tiffany L. Luu y Joseph C. Ramli de Justice for Workers, P.C. ("Abogados de la Clase").

Los Demandados niegan rotundamente haber violado cualquier ley o no haber pagado ningún salario y sostienen que cumplieron con todas las leyes aplicables.

2. ¿QUÉ SIGNIFICA QUE LA DEMANDA HA ALCANZADO UN ACUERDO?

Hasta ahora, el Tribunal no ha determinado si los Demandados o el Demandante tienen razón en cuanto a los méritos en la Demanda. Mientras tanto, el Demandante y los Demandados contrataron a un mediador experimentado y neutral en un esfuerzo por resolver la Demanda negociando y terminando el caso por acuerdo (resolver el caso) en lugar de continuar el costoso y lento proceso de litigio. Las negociaciones fueron exitosas. Al firmar un largo acuerdo de conciliación por escrito ("Acuerdo") y solicitar conjuntamente al Tribunal que dicte una sentencia que ponga fin a la Demanda y haga cumplir el Acuerdo, el Demandante y los Demandados han negociado un Acuerdo propuesto sujeto a la Aprobación Final del Tribunal. Ambas partes coinciden en que el Acuerdo propuesto constituye una conciliación respecto de las reclamaciones objeto de controversia. Al aceptar llegar a un acuerdo, los Demandados no admiten ninguna de las infracciones ni reconocen el mérito de ninguna de ellas.

El Demandante y los Abogados de la Clase creen firmemente que el Acuerdo es un buen trato para usted porque (1) los Demandados acordaron pagar una cantidad justa, razonable y adecuada, teniendo en cuenta la solidez de las reclamaciones y los riesgos e incertidumbres de continuar con el litigio; y (2) el Acuerdo representa el mejor interés de los Miembros de la Clase y de los Empleados Agraviados. El Tribunal aprobó preliminarmente el Acuerdo propuesto como justo, razonable y adecuado, autorizó esta Notificación y programó una audiencia para determinar la Aprobación Final.

3. ¿CUÁLES SON LOS TÉRMINOS IMPORTANTES EN EL ACUERDO PROPUESTO?

1. Los Demandados pagarán $367,756.88 como el Monto Bruto del Acuerdo. Los Demandados han acordado depositar el Acuerdo Bruto en una cuenta controlada por el Administrador del Acuerdo. El Administrador utilizará el Monto Bruto del Acuerdo para realizar los Pagos Individuales de la Clase, los Pagos Individuales PAGA, el Pago de Incentivo al Representante de la Clase, los honorarios y gastos de los Abogados de la Clase, los gastos del Administrador y las sanciones que se pagarán a la Agencia del Desarrollo del Trabajo y de la Fuerza Laboral de California ("LWDA"). Suponiendo que el Tribunal otorgue la Aprobación Final, los Demandados financiarán el Acuerdo Bruto a más tardar 30 días después de que la Sentencia dictada sea definitiva. La Sentencia será definitiva en la fecha en que el Tribunal la dicte, o en una fecha posterior si dicha Sentencia se apela.

2. Deducciones aprobadas por el Tribunal sobre el Monto Bruto del Acuerdo. En la Audiencia de Aprobación Final, el Demandante y/o los Abogados de la Clase solicitarán al Tribunal que apruebe las siguientes deducciones del Acuerdo Bruto, cuyas cantidades el Tribunal las decidirá en dicha audiencia:

   A. Hasta $110,327.06 (30 % del Monto Bruto del Acuerdo) para los Abogados de la Clase en concepto de honorarios legales y hasta $20,000.00 por sus gastos de litigio. Hasta la fecha, los Abogados de la Clase han trabajado y pagado por los gastos en la Demanda sin recibir ningún pago.

   B. Hasta $5,000.00 como pago al Representante de la Clase por presentar la Demanda, trabajar con los Abogados de la Clase y representar a esta misma. Este Pago de Incentivo de Servicio será el único dinero que el Demandante recibirá aparte del Pago Individual de la Clase y cualquier Pago Individual PAGA.

   C. Hasta $5,490.00 al Administrador por sus servicios de administración en el Acuerdo.

D. Hasta $20,000.00 por Sanciones PAGA, asignado el 75 % ($15,000.00) al Pago de LWDA y el 25 % ($5,000.00) en Pagos Individuales PAGA a los Empleados Agraviados en función de sus períodos de pago PAGA.

Los Miembros Participantes de la Clase tienen derecho a objetar a cualquiera de estas deducciones. El Tribunal considerará todas las objeciones.

3. Distribución del Acuerdo Neto a los Miembros de la Clase. Después de realizar las deducciones anteriores sobre los montos aprobados por el Tribunal, el Administrador distribuirá el resto del Monto Bruto del Acuerdo (el "Acuerdo Neto") mediante Pagos Individuales de la Clase a los Miembros Participantes, en función de sus Semanas Laborales del Período de la Clase.

4. Impuestos Adeudados sobre los Pagos a los Miembros de la Clase. El Demandante y los Demandados solicitan al Tribunal que apruebe una asignación del 20 % de cada Pago Individual de la Clase como salarios sujetos a impuestos ("Porción Salarial") y el 80 % como sanciones e intereses ("Porción No Salarial"). La Porción Salarial está sujeta a retenciones y se reportará en el Formulario W-2 del IRS. Los Demandados pagarán por separado los impuestos sobre la nómina del empleador que adeude sobre esta porción. Los Pagos Individuales PAGA se toman como sanciones en lugar de salarios para propósitos fiscales. El Administrador declarará los Pagos Individuales PAGA y las Partes No Salariales de los Pagos Individuales de la Clase en el Formulario 1099 del IRS.

   Si bien el Demandante y los Demandados acordaron estas asignaciones, ninguna de las partes le brinda asesoría sobre si sus Pagos están sujetos a impuestos ni sobre cuánto podría adeudar en ellos. Usted es responsable de pagar todos los impuestos (incluidos los intereses y las sanciones por pago atrasado de impuestos) correspondientes a los Pagos recibidos en virtud del Acuerdo propuesto. Debe consultar a un asesor fiscal si tiene alguna pregunta sobre las implicaciones fiscales del Acuerdo propuesto.

5. Cobrar con Prontitud los Cheques. El anverso de cada cheque emitido para los Pagos Individuales de la Clase y los Pagos Individuales PAGA mostrará la fecha de anulación del cheque, que será 180 días después de su fecha de emisión. Si no lo cobra antes de la fecha de anulación, su cheque se cancelará automáticamente y el dinero se depositará en el Fondo de Bienes No Reclamados del Contralor de California.

   Si el dinero representado por su cheque se cancela y se envía a la Propiedad No Reclamada del Controlador, debe consultar las reglas del Fondo para obtener instrucciones sobre cómo recuperar su dinero.

6. Solicitudes de Exclusión del Acuerdo de Demanda Colectiva (optar por no participar). Se le tratará como un Miembro Participante de la Clase y estará plenamente incluido en el Acuerdo de Demanda Colectiva, a menos que notifique al Administrador por escrito que desea optar por excluirse a más tardar el **INSERT**. La forma más fácil de notificar al Administrador es enviando una Solicitud de Exclusión por escrito y firmada antes de la **INSERT**, la Fecha Límite de Respuesta. La Solicitud debe ser una carta de un Miembro de la Clase o de su representante que establezca el nombre, el domicilio actual y el número de teléfono, así como una declaración simple en la que el Miembro de la Clase elige excluirse del Acuerdo. Los Miembros Excluidos de la Clase (es decir, los Miembros No Participantes) no recibirán Pagos Individuales de la Clase, pero conservarán el derecho a presentar personalmente reclamaciones por salarios y horas contra los Demandados. Se adjunta a esta notificación una plantilla/ejemplo de la Solicitud de Exclusión como Anexo 1.

   No puede excluirse de la parte PAGA del Acuerdo propuesto. Los Miembros de la Clase que se excluyen del Acuerdo de Demanda Colectiva (Miembros No Participantes de la Clase) siguen siendo elegibles para sus Pagos Individuales PAGA y están obligados a renunciar a su derecho a hacer valer las reclamaciones PAGA contra los Demandados con base en los hechos del Período PAGA alegados en la Demanda.

7. El Acuerdo Propuesto se anulará si el Tribunal no otorga la Aprobación Final. Es posible que el Tribunal se niegue a otorgar la Aprobación Final del Acuerdo o a dictar una Sentencia. También puede dictar una Sentencia que sea revocada en apelación. El Demandante y los Demandados han acordado que, en cualquier caso, el Acuerdo será nulo. Los Demandados no pagarán ninguna suma de dinero y los Miembros de la Clase no interpondrán ninguna reclamación contra los Demandados.

8. Administrador. El Tribunal ha designado a una compañía neutral, Apex Class Action LLC (el "Administrador"), para enviar esta Notificación, calcular y efectuar los pagos y procesar las Solicitudes de Exclusión de los Miembros de la Clase. El Administrador también decidirá sobre las Impugnaciones que los Miembros de la Clase que envíen sobre sus Semanas Laborales, enviará y reenviará cheques y sus formularios de impuestos, y realizará otras tareas necesarias para administrar el Acuerdo. Puede encontrar la información de contacto del Administrador en la Sección 9 de esta Notificación.

9. Liberación de los Miembros Participantes de la Clase. Como se describe a continuación, los Miembros Participantes de la Clase no podrán, por ley, presentar ninguna de las reclamaciones liberadas en virtud del Acuerdo. Esto significa que, a menos que haya optado por excluirse válidamente del Acuerdo de Demanda Colectiva, no puede demandar, continuar demandando ni ser parte de ninguna otra demanda por salarios contra los Demandados o sus entidades relacionadas con base en los hechos del Periodo de la Clase y las Sanciones PAGA basadas en los hechos del Periodo PAGA, tal y como se alegan en la Demanda y se resuelven mediante este Acuerdo.

   Los Miembros Participantes de la Clase estarán sujetos a la siguiente liberación:

   Todos los Miembros Participantes de la Clase, en su propio nombre y en el de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, tanto pasados como presentes, liberan a las Partes Liberadas de todas las reclamaciones en virtud de la legislación estatal y local que se presentaron o que razonablemente podrían haberse presentado sobre la base de los hechos y las alegaciones formuladas en la Demanda Vigente, incluidos, entre otros, las secciones 201, 202, 203, 204, 210, 218.5, 226, 226.3, 226.7, 510, 512, 516, 558, 558.1, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, las Órdenes Salariales de la Comisión Industrial de California y las secciones 17200 y siguientes del Código de Negocios y Profesiones, e incluyendo todas las reclamaciones por salarios no pagados, horas extras o salarios por horas extras al doble, salarios mínimos, indemnizaciones por daños y perjuicios, sanciones legales recuperables de conformidad con las reclamaciones enumeradas anteriormente, intereses, honorarios, costos, así

como todas las demás reclamaciones y alegaciones formuladas en la Demanda Vigente, surgidas durante el Período de la Clase (las "Reclamaciones Liberadas de la Clase").

10. Liberación PAGA de los Empleados Agraviados. Como se describe a continuación, se prohibirá a todos los Empleados Agraviados, independientemente de si se excluyen o no del Acuerdo, presentar reclamaciones PAGA contra los Demandados. Esto significa que todos los Empleados Agraviados, incluidos aquellos que son Miembros Participantes de la Clase y los que optan por no participar en el Acuerdo de Demanda Colectiva, no pueden demandar, continuar demandando o participar en ninguna otra reclamación PAGA contra el Demandado o sus entidades relacionadas con base en los hechos del Período PAGA alegados en las Demanda y resueltas por este Acuerdo.

    Las siguientes liberaciones son para los Empleados Agraviados aplican a los Miembros Participantes y No Participantes de la Clase:

    Se considera que todos los Empleados Agraviados liberan, en nombre propio y en el de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, tanto anteriores como actuales, a las Partes Liberadas de todas las reclamaciones por sanciones civiles en virtud de la legislación estatal y local que se presentaron o razonablemente podrían haberse presentado sobre la base de los hechos y las alegaciones aducidos en la Notificación PAGA del Demandante y en la Demanda Vigente, incluidos, entre otros, las secciones 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 516, 558, 558.1, 1182, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698, y sig., 2802 siguientes del Código Laboral de California, las Órdenes Salariales de la Comisión Industrial de California, e incluidas todas las reclamaciones por salarios no pagados, salarios por horas extras o por horas pagadas al doble, salarios mínimos, períodos de comida y primas por períodos de comida, períodos de descanso y primas por períodos de descanso, pago puntual de salarios durante el empleo y al momento de la desvinculación, sanciones por liquidaciones de salarios, sanciones por mantenimiento de registros, sanciones recuperables en virtud de las reclamaciones enumeradas anteriormente (incluidas las sanciones civiles en virtud de la PAGA), intereses, honorarios, costos, así como todas las demás reclamaciones y alegaciones formuladas en la Acción PAGA, que surjan durante el Período PAGA ("Reclamaciones Liberadas PAGA").

4. ¿CÓMO CALCULARÁ MI PAGO EL ADMINISTRADOR?

1. Pagos Individuales de la Clase. El Administrador calculará los Pagos Individuales de la Clase (a) dividiendo el Monto Neto del Acuerdo entre el número total de Semanas Laborales trabajadas por todos los Miembros Participantes de la Clase, y (b) multiplicando el resultado por el número de Semanas Laborales trabajadas por cada Miembro Participante.

2. Pagos Individuales PAGA. El Administrador calculará los Pagos individuales PAGA al (a) dividir $5,000.00 entre el número total de Períodos de Pago PAGA trabajados por todos los Empleados Agraviados y (b) multiplicar el resultado por el número de Períodos de Pago PAGA trabajados por cada Empleado Agraviado.

3. Impugnaciones de la Semana Laboral/Período de Pago PAGA. El número de Semanas Laborales de la Clase que trabajó durante el Período de la Clase como el de Períodos de Pago PAGA durante el Período PAGA, según los registros de los Demandados, se indican en la primera página de esta Notificación. Tiene hasta el **INSERT** (60 días después del envío de esta Notificación) para impugnar el número de Semanas Laborales o Períodos de Pago PAGA que se le acreditaron. Puede presentar su impugnación firmando y enviando una carta al Administrador por correo postal, por correo electrónico o por fax. La Sección 9 en esta Notificación contiene la información de contacto del Administrador. Se adjunta a esta notificación una plantilla/ejemplo de Impugnación de semana laboral/período de pago como Anexo 3.

    Debe respaldar su impugnación enviando las copias de talones de pago o cualquier otra documentación. El Administrador aceptará el cálculo de las semanas laborales y/o períodos de pago basado en los registros de los Demandados como preciso a menos que usted envíe copias de documentación que contenga información contraria. Le sugerimos enviar copias en lugar de la documentación original, ya que no se le devolverán los documentos. El Administrador resolverá estas impugnaciones en función de su presentación y de la información de los Abogados de la Clase (quienes abogarán en nombre de los Miembros Participantes de la Clase) y de la información que hayan brindado los Abogados del Demandado. Sin embargo, el Tribunal tomará la decisión final con respecto a cualquier impugnación de este tipo.

5. ¿CÓMO RECIBIRÉ UN PAGO?

1. Miembros Participantes de la Clase. El Administrador enviará, por correo postal, un solo cheque a cada Miembro Participante de la Clase (es decir, a cada Miembro que no opte por excluirse), incluidos aquellos que también califiquen como Empleados Agraviados. El cheque combinará el Pago Individual de la Clase y el Pago Individual PAGA.

2. Miembros No Participantes de la Clase. El Administrador enviará, por correo postal, un único cheque de Pago Individual PAGA a cada Empleado Agraviado que opte por excluirse del Acuerdo de Demanda Colectiva (es decir, a cada Miembro No Participante de la Clase).

Dicho cheque será enviado a la misma dirección que esta Notificación haya sido enviada. Si cambia su dirección, asegúrese de notificar al Administrador lo antes posible. La Sección 9 en esta Notificación contiene la información de contacto del Administrador.

6. ¿CÓMO PUEDO EXCLUIRME DEL ACUERDO DE DEMANDA COLECTIVA?

Envíe una carta escrita y firmada con su nombre, su dirección actual, su número de teléfono y una declaración simple en la que indique que no desea participar en el Acuerdo. El Administrador lo excluirá en base a cualquier expresión por escrito que lo solicite así. Asegúrese de firmar personalmente su solicitud, identificar la Demanda como *Roberto Toscano Herrera v. 180 Snacks, Inc., et al.*, Caso N.° 30-2023-01346806-CU-OE-CXC, e incluya su información de identificación (nombre completo, dirección, número de teléfono, fechas aproximadas de empleo y número de seguro social). Debe realizar la solicitud usted mismo. Si otra persona realiza la solicitud por usted, no será válida. **El Administrador debe recibir su solicitud de exclusión antes del INSERT (60 días después del envío de esta Notificación), de lo contrario, no será válida.** El Administrador tomará la decisión inicial con respecto a su solicitud de exclusión; sin embargo, el Tribunal tomará la decisión final con

respecto a cualquier solicitud de exclusión. La Sección 9 en esta Notificación contiene la información de contacto del Administrador. Se adjunta a esta notificación una plantilla/ejemplo de la Solicitud de Exclusión como Anexo 1.

7. ¿CÓMO PUEDO OBJETAR AL ACUERDO?

Solo los Miembros Participantes de la Clase tienen derecho a objetar el Acuerdo. Antes de decidir si objetar, es posible que quiera conocer qué solicitan el Demandante y los Demandados al Tribunal para su aprobación. Al menos 16 días judiciales antes de la Audiencia de Aprobación Final que se celebrará el **INSERT**, los Abogados de la Clase y/o el Demandante presentarán ante el Tribunal (1) una Moción de Aprobación Final que incluye, entre otras cosas, las razones por las que el Acuerdo propuesto es justo, y (2) una Moción de Honorarios, Gastos de Litigio y Pago de Incentivo por Servicio al Representante de la Clase que indica (i) el monto que los Abogados de la Clase solicitan para los honorarios legales y los gastos de litigio; y (ii) el monto que el Demandante solicita como Pago de Incentivo por Servicio de Representación de la Clase. Si lo solicita con antelación, los Abogados de la Clase (cuya información de contacto se encuentra en la Sección 9 de esta Notificación) le enviarán copias de estos documentos sin costo alguno. También puede verlos en el sitio web del Administrador www._____.com o el sitio web del Tribunal https://civilwebshopping.occourts.org/Login.do.

Un Miembro Participante de la Clase que no esté de acuerdo con algún aspecto del Acuerdo puede objetar a la Moción de Aprobación Final y/o la Moción de Honorarios de Abogados, Gastos de Litigio y el Pago de Incentivo al Representante de la Clase. **La fecha límite de respuesta para enviar objeciones al Administrador es el INSERT**. Asegúrese de informar al Administrador a qué objeta, por qué lo hace y qué hechos respaldan su objeción. Asegúrese de identificar la Demanda en su objeción, Roberto Toscano Herrera v. 180 Snacks, Inc. and Michael Kim, Caso N.° *30-2023-01346806-CU-OE-CXC,* e incluir su nombre, dirección actual, número de teléfono y las fechas aproximadas de empleo con los Demandados, y su firma. La Sección 9 en esta Notificación contiene la información de contacto del Administrador. Se adjunta a esta notificación una Plantilla/Ejemplo de Objeción al Acuerdo como Anexo 2.

Alternativamente, un Miembro Participante de la Clase puede objetar (o contratar personalmente a un abogado para objetar a su propio costo) asistiendo a la Audiencia de Aprobación Final. Usted (o su abogado) debe estar listo para decirle al Tribunal a qué objeta, por qué lo hace y qué hechos respaldan su objeción. Consulte la Sección 8 de esta Notificación (a continuación) para obtener detalles sobre dicha audiencia.

8. ¿PUEDO ASISTIR A LA AUDIENCIA DE APROBACIÓN FINAL?

Puede, pero no tiene la obligación de asistir a la Audiencia de Aprobación Final del **INSERT**, a las **INSERTAR** a. m. /p. m., en el Departamento CX103 del Centro del Complejo Civil, Tribunal Superior de Orange, ubicado en 751 W. Santa Ana Blvd., Santa Ana, California 92701. En la Audiencia, el juez decidirá conceder la Aprobación Final y cuánto del Acuerdo Bruto se pagará a los Abogados de la Clase, el Demandante y el Administrador. El Tribunal invitará a los objetores, a los Abogados de la Clase y a los Abogados del Demandado a comentar antes de tomar una decisión. Puede asistir (o contratar a un abogado para que asista) ya sea en persona o de forma virtual a través de https://occourtsapp.azurewebsites.us/aci/checkin-results?dept=CX103. Visite el sitio web del Tribunal para obtener la información más actualizada.

Es posible que el Tribunal reprograme esta audiencia. Debe consultar el sitio web del Administrador www._____.com con anticipación o comuníquese con los Abogados de la Clase para verificar la fecha y la hora de la Audiencia de Aprobación Final.

9. ¿CÓMO PUEDO OBTENER INFORMACIÓN ADICIONAL?

El Acuerdo establece todo lo que los Demandados y el Demandante han prometido hacer en virtud del Acuerdo propuesto. La forma más fácil de leer el Acuerdo, la Sentencia o cualquier otro documento del Acuerdo es ir al sitio web del Administrador del Acuerdo en www._____.com, que estará disponible en el sitio web del administrador durante al menos 180 días después de la emisión de la sentencia, lo que suceda después de que el Tribunal otorgue la aprobación final. También puede llamar o enviar un correo electrónico a los Abogados de la Clase o al Administrador utilizando la información de contacto que figura a continuación, o, si no, consultar el sitio web del Tribunal Superior ingresando a https://www.lacourt.org/casesummary/ui/) e ingresando el Número de Caso de la Demanda, Caso No. 30-2023-01346806-CU-OE-CXC. También puede hacer una cita para revisar personalmente los documentos judiciales en la Oficina del Secretario del Tribunal Superior de San Orange.

NO CONTACTE AL TRIBUNAL SUPERIOR PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO.

Abogados de la Clase:	Administrador:
William C. Sung, Esq. Tiffany L. Luu, Esq. Justice for Workers, P.C. 3600 Wilshire Blvd., Ste. 1815 Los Ángeles, California 90010 Tel.: (323)-922-2000 william@justiceforworkers.com tluu@justiceforworkers.com	Apex Class Action LLC support@apexclassaction.com P.O. Box 54668, Irvine, California 92619 Teléfono: (800) 355-0700 Número de fax: (949) 989-4428

10. ¿QUÉ PASA SI PIERDO MI CHEQUE DEL ACUERDO?

Si pierde o extravía su cheque del acuerdo antes de cobrarlo, el Administrador lo reemplazará siempre que lo solicite antes de la fecha de vencimiento indicada en el anverso del cheque original. Si su cheque ya venció, debe consultar el Fondo de Bienes No Reclamados para obtener instrucciones sobre cómo recuperar los fondos.

11. ¿QUÉ PASA SI CAMBIO MI DIRECCIÓN?

Para asegurarse de recibir su cheque, debe notificar de inmediato al Administrador si cambia su dirección.

SOLICITUD DE EXCLUSIÓN

Roberto Toscano Herrera v. 180 Snacks, Inc., et al., Caso No. 30-2023-01346806-CU-OE-CXC

Apex Class Action
support@apexclassaction.com
P.O. Box 54668,
Irvine, California 92619
Teléfono: (800) 355-0700
Número de fax: (949) 989-4428

Administrador del Acuerdo

Solicito ser excluido del Acuerdo de la Demanda Colectiva *Roberto Toscano Herrera v. 180 Snacks, Inc., et al.*, Caso N.° 30-2023-01346806-CU-OE-CXC. A continuación, se indican mis datos de contacto:

Nombre del empleado:	
Dirección del empleado:	
Número de teléfono del empleado: Fechas aproximadas de empleo:	

Muchas gracias,

Firma: _____

OBJECIÓN AL ACUERDO

Roberto Toscano Herrera v. 180 Snacks, Inc., et al., Caso No. 30-2023-01346806-CU-OE-CXC

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Administrador del Acuerdo

Solicito ser excluido del Acuerdo de la Demanda Colectiva *Roberto Toscano Herrera v. 180 Snacks, Inc., et al.*, Caso N.° 30-2023-01346806-CU-OE-CXC.

[Indique a qué objeta, por qué se lo hace y cualquier hecho que respalde su objeción.]

A continuación, se indican mis datos de contacto:

Nombre del empleado:	
Dirección del empleado:	
Número de teléfono del empleado:	
Fechas aproximadas de empleo:	

Muchas gracias,

Firma: _____

IMPUGNACIÓN SOBRE LA SEMANA LABORAL/PERÍODO DE PAGO

Roberto Toscano Herrera v. 180 Snacks, Inc., et al., Caso No. 30-2023-01346806-CU-OE-CXC

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support@apexclassaction.com
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Número de fax: (949) 989-4428

Administrador del Acuerdo

Escribo para impugnar el número de semanas laborales y/o períodos de pago de la PAGA que figuran en la Notificación del Acuerdo de Demanda Colectiva que recibí en relación con el caso *Roberto Toscano Herrera v. 180 Snacks, Inc., et al.*, Caso N.° 30-2023-01346806-CU-OE-CXC

A continuación, se indican mis datos de contacto:

Nombre del empleado:	
Dirección del empleado:	
Número de teléfono del empleado:	
Fechas aproximadas de empleo:	

A continuación, se indican el número de semanas laborales y los períodos de pago que figuran en la Notificación que recibí, así como el número de semanas laborales y/o períodos de pago que considero que deberían figurar:

	Semanas laborales durante la Clase (Semanas laborales trabajadas entre el 5 de septiembre de 2019 y el 12 de agosto de 2025)	Períodos de pago de PAGA (Períodos de pago trabajados entre el 28 de julio de 2022 y el 12 de agosto de 2025)
Mencionados en la Notificación de Demanda Colectiva		
Propuesta del Empleado		

Adjuntos encontrará los documentos de respaldo pertinentes.

Muchas gracias,

Firma: _____

CERTIFICATION OF TRANSLATION ACCURACY

THE UNDERSIGNED ***LESLIE ESCAMILLA*** HEREBY CERTIFIES THAT THE BELOW-MENTIONED DOCUMENT(S) HAVE BEEN TRANSLATED BY AN EXPERIENCED AND QUALIFIED TRANSLATOR AND THAT, IN OUR BEST JUDGMENT, THE TRANSLATED TEXT TRULY REFLECTS THE CONTENT, MEANING, AND STYLE OF THE ORIGINAL TEXT AND, IN EVERY RESPECT, CONTRIBUTES TO A CORRECT AND TRUE TRANSLATION OF THE ORIGINAL DOCUMENT.

THIS IS TO CERTIFY THE CORRECTNESS OF THE TRANSLATION ONLY. WE DO NOT GUARANTEE THAT THE ORIGINAL IS A GENUINE DOCUMENT OR THAT THE STATEMENTS CONTAINED IN THE ORIGINAL DOCUMENT ARE TRUE.

A COPY OF THE TRANSLATION IS ATTACHED TO THIS CERTIFICATION.

HERRERA V. 180 SNACKS- NOTICE
HERRERA V. 180 SNACKS – SP TRANSLATION
HERRERA V. 180 SNACKS – NOTICE PACKET

DATE: NOVEMBER 3, 2026

Leslie Escamilla

Leslie Escamilla, Translator