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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

TOU HER, RAMON TREJO, DONJA RAYQUON BROOKS, HERMINE ANEO, AURELIO MENDOZA, NICHOLAS ABLES, RONALD MCDILL, DERREONTE WALLACE, BRANDON LUBNER; CEDRICK JACKSON, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

TONY'S FINE FOODS, a California corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: 23CV007645

Assigned to Hon. Jill H. Talley

DECLARATION OF MEHRDAD BOKHOUR IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

HEARING INFORMATION

Date: November 20, 2026
Time: 9:00 a.m.
Dept.: 8A

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DECLARATION OF MEHRDAD BOKHOUR

I, Mehrdad Bokhour, say and declare as follows:

1. I am an attorney at law, duly licensed to practice before all the Courts of the State of California, and I am the principal of Bokhour Law Group, P.C., and, together with the other proposed Class Counsel, I represent Plaintiffs Tou Her, Ramon Trejo, Donja Rayquon Brooks, Hermine Aneo, Aurelio Mendoza, Nicholas Ables, Ronald McDill, Derreonte Wallace, Brandon Lubner, and Cedrick Jackson ("Plaintiffs") and the Settlement Class. I am familiar with the file in this matter, and if called as a witness, I could and would competently testify to the following facts based on my personal knowledge.

2. I have reviewed the Sacramento County Superior Court Complex Litigation Department's Revised March 10, 2026 Checklist for Approval of Class Action and PAGA Settlements and believe that the moving papers substantially comply with all applicable requirements.

3. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

4. I am admitted to practice before all California state courts and the United States District Courts for the Central, Eastern, Southern, and Northern Districts of California, and I have litigated class actions and PAGA representative actions in various courts in California.

5. I graduated from the University of California, Berkeley, in 2007. I received my Juris Doctorate from Loyola Law School, Los Angeles, in 2012. I began my legal career focusing on plaintiff-side employment litigation, with an emphasis on disability discrimination and harassment matters under the Fair Employment and Housing Act.

6. I founded my law firm with an exclusive concentration on the representation of employees against employers to recover unpaid wages and vindicate harassment, discrimination, and retaliation claims in various contexts. I have litigated most of my cases as class actions, representative PAGA actions, or both.

7. I am also an active member of the California Employment Lawyers Association ("CELA") and have attended various Continuing Legal Education courses pertaining to advocacy on

behalf of employees. My firm has the experience, resources, and means to provide adequate representation to all aggrieved employees as Class Counsel in this litigation. My firm currently serves as lead counsel in at least 25 wage-and-hour class actions and as co-counsel in at least 20 others.

8. I was selected as a "Super Lawyer Rising Star" in Employment Litigation from 2017 through 2022 and as a "Super Lawyer" from 2023 through 2026.

9. Following mediation and subsequent negotiations, Plaintiffs and Defendant Tony's Fine Foods ("Defendant") (collectively, the "Parties") reached a Class Action and PAGA Settlement Agreement resolving the wage and hour claims addressed therein ("Settlement Agreement" and/or "Settlement"). A true and correct copy of the Settlement Agreement, consisting of the agreement and collected signature counterparts, is attached hereto as **Exhibit "A."** The proposed Class Notice is attached as Exhibit A to the Settlement Agreement. The Settlement provides for a non-reversionary Gross Settlement Amount of $2,100,000, without requiring Class Members to submit claim forms. Each Participating Class Member will receive an Individual Class Payment calculated under the Settlement Agreement.

10. Plaintiffs seek to represent a settlement Class consisting of all non-exempt hourly employees who worked for Defendant in California from August 29, 2019 through April 1, 2026. The Settlement also resolves claims under the Private Attorneys General Act ("PAGA") on behalf of non-exempt employees who worked during the PAGA period beginning July 31, 2022, through April 1, 2026.

11. Under the terms of the Settlement Agreement, Defendant will not oppose Class Counsel's application for an award of attorneys' fees not to exceed $735,000, representing 35% of the Gross Settlement Amount, reimbursement of Class Counsel's litigation expenses not to exceed $50,000, Settlement Administration Expenses not to exceed $20,000, PAGA penalties in the total amount of $200,000, of which $150,000 or 75 percent will be paid to the California Labor and Workforce Development Agency and $50,000 or 25 percent will be paid to the PAGA Members, and a Class Representative Service Payment not to exceed $5,000 to each named Plaintiff, for a total not to exceed $50,000.

	Total Amount
Gross Settlement Amount	$2,100,000.00
Class Counsel Fees Payment	$735,000.00
Class Counsel Litigation Expenses Payment	$50,000.00
Administration Expenses Payment	$20,000.00
PAGA Penalties to LWDA (75% of award)	$150,000.00
PAGA Penalties to PAGA Members	$50,000.00
Class Representative Service Payment	$50,000.00
Net Settlement Amount	**$1,045,000.00**

12. Plaintiffs will submit the proposed Settlement to the LWDA at the same time it is submitted to the Court, pursuant to Labor Code section 2699, former subdivision (l)(2). The proof of submission will be provided as **Exhibit "B."**

13. The Settlement Class consists of approximately 2,245 non-exempt hourly employees who worked for Defendant in California during the Class Period. Plaintiffs allege that, regardless of job title or position, all non-exempt hourly employees were subject to the same wage and hour policies and practices. Based on Defendant's records available as of mediation, Class Members collectively worked approximately 128,110 Workweeks during the analyzed Class Period. Assuming approval of the maximum requested deductions, the estimated Net Settlement Amount is $1,045,000. After deductions approved by the Court, the Net Settlement Amount will be distributed on a pro rata basis according to each Participating Class Member's number of Workweeks. Based on these figures, the average Individual Class Payment is conservatively estimated to be approximately $465.48, with higher payments for employees who worked longer periods.

14. The Settlement is non-reversionary, and Class Members will not be required to submit claim forms to receive payment, but each Class Member will be mailed the Notice containing detailed information about his/her share, the opportunity to dispute the number of Compensable Workweeks worked by the Class Member, and the opportunity to opt out or object to the Settlement. All Class Members who do not affirmatively opt out will receive an Individual Class Payment without submitting a claim form. Eligible PAGA Members will receive Individual PAGA Payments regardless of whether they opt out of the class settlement. Under sections 4.3–4.4 of the Settlement Agreement, Defendant must fund the Gross Settlement Amount no later than 60 calendar days after

the Effective Date, and the Administrator must mail settlement payments within 7 calendar days after funding. Under section 4.4.3, funds represented by uncashed and canceled Individual Class Payment and Individual PAGA Payment checks will be transmitted to the California Controller's Unclaimed Property Fund in the intended recipients' names and will not revert to Defendant. Because the Settlement is fair, reasonable, and adequate, and is the result of arm's length negotiations between experienced counsel with the assistance of an experienced mediator, following a thorough exchange of relevant information and documents, it warrants preliminary approval. Plaintiffs respectfully request that the Court enter an order: (1) preliminarily approving the Settlement; (2) conditionally certifying the Settlement Class pursuant to California Code of Civil Procedure section 382 for settlement purposes only; (3) approving the form and manner of dissemination of the proposed Class Notice; (4) appointing Plaintiffs as Class Representative and appointing Bokhour Law Group, P.C., Falakassa Law, P.C., Capstone Law APC, Justice Law Corporation, and Moon Law Group, P.C. as Class Counsel for settlement purposes only; (5) appointing ILYM Group as the Settlement Administrator; and (6) scheduling a Final Approval Hearing.

15. Defendant provides marketing and logistics solutions for the food and beverage industry, including distribution of specialty and perishable food products.

16. Beginning August 21, 2019, Defendant employed Plaintiff Tou Her as a non-exempt Loader at its Sacramento, California, location, where she worked until separation on April 28, 2023. Likewise, the other Plaintiffs worked as hourly paid, non-exempt employees, including Drivers and warehouse employees. Plaintiffs allege that Defendant failed to comply with various provisions of the California Labor Code, including requirements relating to failure to pay minimum wage and overtime, calculation of the "regular rate of pay," provision of meal and rest periods, reimbursement of necessary business expenses, and derivative claims for wage statement violations and waiting time penalties. Based on these claims, Plaintiffs also brought claims for Unfair Competition and civil penalties under the PAGA.

17. On August 29, 2023, Plaintiff Tou Her commenced this Action by filing a complaint alleging causes of action against Defendant for failure to pay all minimum wages; failure to pay all

overtime wages; meal period violations; rest period violations; failure to pay all sick time; wage statement violations; waiting time penalties; and unfair competition. Shortly thereafter, Her filed a separate PAGA action on October 27, 2023. Related proceedings include the Jackson action, Case No. 24CV084062; the Ables, McDill, and Wallace action, Case No. 25CV003826; and the Mendoza action. Counsel for the respective Plaintiffs agreed to jointly prosecute the related proceedings through a Joint Prosecution Agreement. Plaintiffs have filed a stipulation seeking leave to file a First Amended Complaint ("FAC") encompassing the parties and claims addressed by the Settlement, including the related class and PAGA actions and arbitration.

18. The Parties have conducted a thorough investigation into the facts of the Action. This includes conducting interviews with putative class members, investigation of Defendant and its operations, and its pay policies/procedures, exchange of informal discovery, including Defendant's written policies and practices, and the production of a reasonable sampling of payroll and timekeeping records for Settlement Class Members and Aggrieved Employees. Class Counsel are both knowledgeable about and have done extensive research with respect to the applicable law and potential defenses to the claims of the Settlement Class Members and PAGA Members. Class Counsel has diligently investigated the Class Members' claims against Defendant. Defendant denied the alleged violations and maintained that it paid all minimum, overtime, and sick pay wages at the proper rates; provided compliant meal and rest period opportunities and paid premiums when required; reimbursed necessary business expenses; issued compliant wage statements; and timely paid all earned wages. Defendant also asserted that individualized issues precluded class or representative treatment.

19. On October 28, 2025, the Parties participated in an all-day mediation with David Phillips, Esq., an experienced wage and hour class action mediator. The Parties did not resolve the Actions that day. The Parties subsequently accepted a mediator's proposal to settle the Actions for $2,100,000, and, on or about June 4, 2026, executed a Memorandum of Understanding containing the essential settlement terms. (Settlement Agreement, §§ 2.8–2.12.)

20. Based upon Class Counsel's independent investigation and detailed data obtained through informal discovery and information exchanges, and factoring in claim certification

probabilities and liability probabilities, Class Counsel formulated detailed damages models to evaluate the claims in preparation for mediation and in order to reach a realistic and reasonable resolution as further detailed below.

21. First, Plaintiffs alleged that Defendant failed to properly calculate the "regular rate of pay" by excluding certain non-discretionary bonuses, shift differentials, and incentive payments when calculating overtime and sick pay wages, resulting in alleged underpayment in violation of California law.

22. Based on a review of payroll and paystub data produced during the investigation, Plaintiffs estimated that the alleged exclusion of certain incentive payments may have resulted in underpayment of overtime and sick pay wages for some Class Members. The mediation analyses estimated $59,309 for Drivers and $47,476 for Non-Drivers, including interest, for a total of $106,785.

23. Defendant disputed these allegations and asserted that it properly paid all wages and the incentive payments at issue were discretionary and therefore properly excluded from "regular rate of pay" calculations. Defendant further contended that any potential underpayments, to the extent they occurred at all, were *de minimis* and not widespread across the Class. Defendant further asserted that Drivers were exempt from California's overtime requirements under Industrial Welfare Commission Wage Order No. 9-2001, section 3(L), because their hours of service were regulated by the United States Department of Transportation or California's corresponding motor-carrier regulations. In evaluating the Driver claims, Class Counsel considered the risk that the Court could accept that defense and reject the claimed California overtime compensation, including the overtime component of the regular-rate claim. This asserted overtime exemption did not itself dispose of the separate sick-pay theory.

24. Plaintiffs acknowledge the significant litigation risks associated with this claim. Those risks include the possibility that the Court could deny class certification because compensation structures and incentive programs vary individually, as well as merits risks, including summary judgment or an unfavorable trial result. Plaintiffs further acknowledge that the estimated

lost wages attributable to this theory were relatively modest. Class Counsel also considered the risk that the asserted motor-carrier overtime exemption would eliminate or substantially reduce the Driver overtime component of this claim.

25. In light of these risks and uncertainties, Plaintiffs discounted the estimated wage value of this claim by 50%, resulting in a risk-adjusted value of $53,392.50, keeping in mind that the substantial damages result from the derivative waiting time (Labor Code Section 203) and wage statement penalties (Labor Code Section 226(a)).

26. Plaintiffs alleged that Defendant failed to pay all wages due upon separation of employment on time, entitling former employees to waiting time penalties under Labor Code sections 201 through 203. Based on Defendant's records, approximately 1,499 Settlement Class Members were separated from employment during the applicable statutory period, consisting of 129 Drivers and 1,370 Non-Drivers. Assuming the statutory maximum penalty of thirty (30) days, the analyses used average workdays of 10.5 hours for Drivers and 9.1 hours for Non-Drivers and the applicable separated employees' wage rates to estimate a maximum theoretical exposure of approximately $10,297,887: $1,311,419 for Drivers and $8,986,468 for Non-Drivers.

27. Defendant disputed this claim, including because it contends all employees were properly paid at termination, and asserted that any alleged failure to timely pay wages at separation was not willful and therefore did not give rise to waiting time penalties. Defendant further contended that it maintained compliant payroll practices and that any waiting time penalties claim was derivative of underlying wage claims. Defendant also asserted that the claims lacked merit or were unsuitable for class treatment. To account for these risks, including the risks concerning the underlying wage claims, willfulness, class certification, and an adverse merits ruling, Plaintiffs applied a combined 75% discount to the maximum theoretical exposure. The resulting risk-adjusted value is approximately $2,574,471. Defendant also disputed waiting time penalties derived from the Driver overtime, meal period, and rest period claims, relying on the asserted motor-carrier overtime exemption and federal preemption of the Driver meal and rest period claims. Class Counsel considered those additional defenses in applying the combined 75% discount.

28. With respect to Plaintiffs' meal and rest period claims, Settlement Class Members collectively worked approximately 562,329 shifts during the analyzed Class Period, consisting of 218,908 Driver shifts and 343,421 Non-Driver shifts. The analyses reflected average hourly rates of $28.94 for Drivers and $22.80 for Non-Drivers, and average regular rates of pay of $30.02 for Drivers and $24.71 for Non-Drivers. Based on an analysis of a representative sample of Defendant's timekeeping and payroll records produced prior to mediation, Plaintiffs applied potential meal period violation rates of approximately 33% for both groups, net of meal premiums paid, and a 25 percent assumed violation rate for rest periods on eligible shifts. Using the applicable premium rates and including modeled interest, Plaintiffs estimated a maximum theoretical exposure of approximately $5,634,367.94 for the meal period claim ($2,468,965.62 for Drivers and $3,165,402.32 for Non-Drivers) and approximately $4,378,720.25 for the rest period claim ($1,888,951.50 for Drivers and $2,489,768.75 for Non-Drivers).

29. Defendant disputed liability on both claims and asserted that meal and rest period compliance presented highly individualized issues that were inappropriate for class treatment. Defendant maintained that its written policies were facially compliant with California law and required employees to take legally compliant meal and rest periods. Separately from the asserted motor-carrier overtime exemption, Defendant contended that the Driver meal and rest period claims were preempted under 49 U.S.C. section 31141 and the FMCSA's December 2018 determination for drivers of property-carrying commercial motor vehicles subject to federal hours-of-service regulations. Defendant also asserted that applicable collective bargaining agreements provided additional defenses concerning unionized Drivers.

30. Defendant therefore contended that the payroll records confirm compliance with California wage and hour laws. Defendant further argued that these issues created a substantial risk that the Court would deny class certification because liability would depend on individualized inquiries into whether breaks were offered, taken, waived, or voluntarily missed during particular shifts. Defendant also asserted that Plaintiffs would be unable to present reliable representative evidence sufficient to establish liability or damages on a classwide basis.

31. In light of these risks, including the risk that the Court could find Defendant's written

policies compliant or determine that individualized issues predominated, Plaintiffs applied an 80 percent discount to the maximum theoretical exposure for the meal period claim and an 80 percent discount to the maximum theoretical exposure for the rest period claim. Applying these discounts, Plaintiffs estimate a risk-adjusted value of approximately $2,002,617 for the meal and rest period claims combined. Plaintiffs disputed whether federal preemption applied to the Driver claims. Nevertheless, Class Counsel considered the risk that a favorable ruling for Defendant on that defense could eliminate the affected Driver meal and rest period claims. That risk was included in the 80% discounts described above.

32. Plaintiffs further alleged that Defendant issued non-compliant itemized wage statements in violation of Labor Code section 226, based on the same alleged conduct underlying Plaintiffs' claims for unpaid wages, meal and rest period premiums, and failure to include all required forms of compensation in the regular rate of pay. Based on Defendant's records, Plaintiffs estimate that approximately 72,197 wage statements were issued during the analyzed wage statement period, consisting of 24,470 for Drivers and 47,727 for Non-Drivers.

33. In calculating Defendant's maximum potential exposure, Plaintiffs assumed statutory penalties of fifty dollars for an initial violation and one hundred dollars for subsequent violations, subject to the $4,000 per-employee maximum under Labor Code section 226(e). Using these assumptions for 218 Drivers and 1,114 Non-Drivers, Plaintiffs estimated a maximum theoretical exposure of approximately $5,328,000 ($872,000 for Drivers and $4,456,000 for Non-Drivers).

34. Defendant disputed this claim, asserting that its wage statements fully complied with Labor Code section 226. Defendant further argued that, even if any technical deficiencies existed, they were not knowing and intentional and did not result in the injury required to recover penalties. Defendant also relied on its defenses to the underlying wage-and-hour claims and to class certification. Defendant further disputed wage statement penalties derived from the Driver overtime, meal period, and rest period claims, relying on the asserted motor-carrier overtime exemption and federal preemption defenses. Class Counsel considered those defenses in evaluating the derivative wage statement claim and applying the discount described below.

35. In light of these risks, including the risk of denial of class certification and the risk of

an adverse ruling on the merits, Plaintiffs applied a 90% discount to the maximum theoretical exposure. Applying this discount, Plaintiffs estimate a risk-adjusted value of approximately $532,800 for the wage statement penalty claim.

36. Plaintiffs also sought civil penalties under the Private Attorneys General Act of 2004 ("PAGA") for alleged Labor Code violations for which PAGA penalties are available, and asserted that such penalties could be assessed on a cumulative basis. Assuming application of the default penalty of $100 per pay period under Labor Code section 2699, former subdivision (f)(2), and assuming no reduction or exercise of judicial discretion, Plaintiffs estimated exposure of approximately $7,806,400 on the single rest-period predicate used in the mediation brief, based on approximately 78,064 potentially affected pay periods.

37. This theoretical maximum, however, does not account for significant legal and practical uncertainties. As discussed above, Defendant disputed the existence of the underlying Labor Code violations and asserted that its written policies were facially compliant with California law, that employees were afforded compliant meal and rest periods, and that employees were required to report any missed breaks. Defendant further disputed that waiting time penalties were triggered because it disputed the existence of unpaid wages at separation. Class Counsel also considered the risk that cumulative PAGA penalties would be limited, particularly where the asserted violations are derivative of one another. In addition, Labor Code section 2699, former subdivision (e)(2), grants courts broad discretion to reduce civil penalties where necessary to avoid awards that are unjust, arbitrary, oppressive, or confiscatory. Courts routinely exercise this discretion, particularly where an employer did not act willfully or where the legal obligations were unsettled. (See *Cotter v. Lyft, Inc.* (2016) 193 F. Supp. 3d 1030, 1037.) Defendant also disputed PAGA penalties predicated on the Driver overtime, meal period, and rest period claims based on the same asserted overtime exemption and federal preemption defenses. Class Counsel considered the risk that successful defenses to those underlying claims would correspondingly limit the related PAGA penalties.

38. In light of these risks, including the risk that the Court could find limited or no underlying Labor Code violations or exercise its discretion to substantially reduce any penalties, the

Parties agreed to allocate $200,000 of the Gross Settlement Amount to the resolution of the PAGA claim, which Plaintiffs submit is fair, reasonable, and adequate under the circumstances.

39. In sum, when factoring in defenses and risks of ongoing litigation, Plaintiffs estimate the risk-adjusted recovery for the class and PAGA claims as follows:

- Regular Rate of Pay Claim: $53,392.50
- Labor Code §§ 201 – 203 Claims: $2,574,471
- Meal and Rest Period Claims: $2,002,617
- Wage Statement Claims: $532,800
- PAGA Penalties: $200,000
- **Total Risk-Adjusted Penalties and Damages**: **$5,363,280.50**

40. Given the realistic value of Plaintiffs' claims, the $2,100,000 Settlement Amount is an excellent result for the Class, considering that the Settlement Amount totals approximately 39% of Plaintiffs' risk-adjusted value of the case. Preliminary approval is appropriate since the Settlement will provide significant monetary relief to the Class.

41. The Settlement was the product of extensive arm's length negotiations between counsel and was facilitated by an experienced wage-and-hour class action mediator. Though cordial and professional, the Settlement negotiations were adversarial and non-collusive. The Settlement reached is the product of substantial effort by the Parties and their counsel. Although Plaintiffs and their counsel believe that there was a possibility of certifying the claims, they recognized the potential risk, expense, and complexity posed by litigation, such as unfavorable decisions on class certification, summary judgment, at trial and/or on the damages awarded, and/or on an appeal that can take several more years to litigate. In addition, if Defendant prevailed on any of their defenses, the employees may not have received any substantial monetary recovery.

42. The Settlement will result in a fair payment to each Settlement Class Member based on the number of Workweeks worked during the Class Period. As set forth hereinabove, Plaintiffs and Class Counsel have diligently investigated the claims and defenses on behalf of the Settlement Class Members and worked to achieve a resolution of the claims to maximize the recovery by avoiding further expenditure of Attorneys' Fees and Costs. After evaluating the significant risks

attendant with further litigation described above and weighing them against the benefits of a known compromise and settlement as set forth in the Settlement Agreement, settlement on the terms agreed to is believed to be in the best interest of Plaintiffs and the Settlement Class, and is a fair and reasonable resolution of the claims alleged.

43. Plaintiffs' counsel brought to bear a great deal of collective experience in negotiating the settlement of this case. As detailed herein, Plaintiffs' counsel engaged in necessary informal discovery, investigation, sampling, and expert evaluation, making it possible to exercise informed judgment throughout the settlement process, including significant document review (e.g., documents pertaining to Defendant's policies and procedures, personnel documents, wage statements, time records, among others) and an extensive analysis and extrapolation of the sampling of class-wide data provided by Defendant.

44. Based on our experience in other cases, including wage and hour matters, I believe our office, along with Joshua Falakassa, is qualified to evaluate the class claims and viability of defenses in this class action. In this case, the recovery for each Settlement Class Member is reasonable, fair, and adequate, and a settlement at this time is in the best interest of the Settlement Class. The Settlement provides each Settlement Class Member with compensation for the alleged violations when viewed in relation to the costs and risks inherent in obtaining class certification and proceeding to trial.

45. Plaintiffs' counsel, as well as Defendant's counsel, fully endorse the terms and conditions of the Settlement as set forth in the above-mentioned Settlement Agreement.

46. Of course, the Settlement Amount represents a compromise figure, taking into account the various risks surrounding class certification and the merits of Defendant's asserted defenses. Nevertheless, the Settlement provides for fair and adequate payments to the Settlement Class Members, with no reversion to Defendant.

47. Plaintiffs seek a Service Award of $5,000 each, which we believe is fair and warranted. Plaintiffs agreed to come forward on behalf of other Settlement Class Members to pursue recovery of unpaid wages and penalties. Plaintiffs assumed a significant risk in bringing this litigation, namely, that if they lost, they could have been ordered to pay the Defendant's costs.

48. Plaintiffs provided invaluable assistance to the investigation and prosecution of this case, including: providing factual background for the Class Complaint; reviewing the litigation documents; providing information and documentation about Defendant's policies and practices; participating in phone calls to discuss litigation and settlement strategy; and reviewing the settlement documents. Plaintiffs agreed to participate in this case with no guarantee of personal benefit. The supporting individual declarations describe Plaintiffs' respective efforts and the bases for the requested Service Awards.

49. When this case was taken on a contingency fee basis, with our firm agreeing to assume responsibility for all litigation costs, the ultimate result was far from certain. During this litigation, we paid all costs, including filing fees, mediation costs, and expert costs. No one guaranteed that our firms would recoup these expenditures. In fact, had Plaintiffs lost, they could have been ordered to pay Defendant's costs.

50. Under section 3.2.1.2 of the Settlement Agreement, Class Counsel may request attorneys' fees not exceeding 35% of the Gross Settlement Amount, or $735,000, subject to the Court's independent determination of reasonableness. Defendant will not oppose a fee request consistent with the Settlement Agreement. Class Counsel will support the fee request at final approval with information regarding the work performed, hours expended, applicable rates, contingent risk, and results obtained. Class Counsel's requested litigation expenses will not exceed $50,000 and will be supported by the actual recoverable expenses incurred.

51. Subject to the Court's approval, the parties stipulated that ILYM Group, Inc. serve as the Settlement Administrator. ILYM is experienced in administering class action settlements and will not exceed $20,000 to administer this class action Settlement.

52. Under the executed Joint Prosecution and Attorney Fee Split Agreement, any attorneys' fee award will be divided as follows: 25% to Bokhour Law Group, P.C.; 25% to Falakassa Law, PC; 22% to Capstone Law APC; 14% to Justice Law Corporation; and 14% to Moon Law Group, P.C. This division will not increase the total attorneys' fee award requested from the Court.

53. For the foregoing reasons, it is respectfully requested that the Court grant preliminary

approval of the Settlement as being fair, reasonable, and in the best interests of the Settlement Class, and to preliminarily approve the notice plan and set a final approval hearing. Plaintiffs will seek final approval of attorneys' fees, costs, and service awards at the final approval stage.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct on this 27th day of October 2026, in Los Angeles, California.

By: _____
Mehrdad Bokhour, Esq.

EXHIBIT “A”

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs Tou Her, Ramon Trejo, Donja Rayquon Brooks, Hermine Aneo, Cedric Jackson, Nicholas Ables, Ronald McDill, Derreonte Wallace, Brandon Lubner, and Aurelio Mendoza ("Plaintiffs") and Defendant Tony's Fine Foods ("Defendant"). The Agreement refers to Plaintiffs and Defendant collectively as "Parties" or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means the civil action entitled *Her, et al. v. Tony's Fine Foods, et al.,* Sacramento County Superior Court Case No. 23CV007645.

1.2 "Actions" means the Plaintiffs' lawsuits alleging wage and hour violations against Defendant captioned:

1.2.1 *Trejo v. Tony's Fine Foods, et al.,* Sacramento County Superior Court Case No. 23CV005704 ("*Trejo* Action").

1.2.2 *Her v. Tony's Fine Foods,* Sacramento County Superior Court Case No. 23CV010748 ("*Her* Action").

1.2.3 *Brooks v. Tony's Fine Foods,* Sacramento County Superior Court Case No. 23CV009861 ("*Brooks* Action").

1.2.4 *Jackson v. Tony's Fine Foods, et al.,* Sacramento County Superior Court Case No. 24CV084062 ("*Jackson* Action").

1.2.5 *Mendoza v. Tony's Fine Foods, et al.,* Sacramento County Superior Court Case No. 25CV003386 ("*Mendoza* Action").

1.2.6 *Lubner v. Tony's Fine Foods, et al.*, American Arbitration Association Case No. 01-24-0007-2820 ("*Lubner* Action").

1.2.7 *Ables v. Tony's Fine Foods, et al.,* Sacramento County Superior Court Case No. 25CV003826 ("*Ables* Action").

1.3 "Aggrieved Employees" means all individuals who are or were employed by Defendant as hourly paid, non-exempt employees in the State of California during the PAGA Period.

1.4 "Administrator" or "Settlement Administrator" means the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.5 "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.

1.6 "Class" or "Settlement Class" means all individuals who are or were employed by Defendant as hourly paid, non-exempt employees in the State of California during the Class Period.

1.7 "Class Counsel" means Falakassa Law, P.C.; Bokhour Law Group, P.C.; Capstone Law APC; Justice Law Corporation; and Moon Law Group, P.C.

1.8 "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.

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

1.10 "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 a PAGA Member).

1.11 "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.

1.12 "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 in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.13 "Class Period" means the period from August 29, 2019 through April 1, 2026.

1.14 "Class Representatives" means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.15 "Class Representative Service Payment" means the payment to the Class Representatives for initiating the Action and providing services in support of the Action and in exchange for a general release of claims.

1.16 "Court" means the Superior Court of California, County of Sacramento.

1.17 "Defendant" means the named Defendant, Tony's Fine Foods.

1.18 "Defense Counsel" means Morgan, Lewis & Bockius LLP, including Jennifer B. Zargarof and Anahi Cruz, attorneys of record for Defendant.

1.19 "Effective Date" means the date the Court has issued Final Approval or the date the Court has entered Judgment, whichever date is later.

1.20 "Final Approval" means the Court's order granting final approval of the Settlement.

1.21 "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.22 "Gross Settlement Amount" means $2,100,000, exclusive of Defendant's share of payroll taxes.

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 ("Class Period Workweeks").

1.24 "Individual PAGA Payment" means the PAGA Member's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods 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 to receive the LWDA PAGA Payment under Labor Code section 2699, subdivision (i).

1.27 "LWDA PAGA Payment" means 75% of the PAGA Penalties paid to the LWDA under Labor Code section 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 Net Settlement Amount 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 "Operative Complaint" means the most recently filed and current version of the complaint in the Action.

1.31 "PAGA Member" means any non-exempt hourly employee who works or worked for Defendant in California at any time during the PAGA Period.

1.32 "PAGA Pay Period" means any pay period during which a PAGA Member worked for Defendant for at least one day during the PAGA Period.

1.33 "PAGA Period" means the period from July 31, 2022 through April 1, 2026.

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

1.35 "PAGA Notice" or "PAGA Notices" means Plaintiffs' letters submitted to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.36 "PAGA Penalties" means $200,000 of the Gross Settlement Amount allocated to settlement of the Released PAGA Claims.

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

1.38 "Plaintiffs" means Plaintiffs Tou Her, Ramon Trejo, Donja Rayquon Brooks, Hermine Aneo, Cedric Jackson, Nicholas Ables, Ronald McDill, Derreonte Wallace, Brandon Lubner, and Aurelio Mendoza, the named Plaintiffs in the Action.

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

1.40 "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.41 "Released Class Claims" means the claims being released as described in Paragraph 5.1 below.

1.42 "Released PAGA Claims" means the claims being released as described in Paragraph 5.2 below.

1.43 "Released Parties" means Defendant; United Natural Foods, Inc.; United Natural Foods West, Inc.; UNFI Grocers Distribution, Inc.; Nor Cal Produce, Inc.; and each of their respective current and former parent entities, subsidiaries, affiliates, related entities, divisions, predecessors, successors, assigns, officers, directors, shareholders, members, employees, agents, attorneys, benefit plans, and plan administrators.

1.44 "Request for Exclusion" means a Class Member's submission of a timely written request to be excluded from the Class Settlement signed by the Class Member pursuant to the terms of this Agreement.

1.45 "Response Deadline" means 45 calendar days after the Administrator mails the Class Notice to Class Members and PAGA Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail their Objection to the Settlement. Class Members to whom Class Notices are re-sent after having been returned

undeliverable to the Administrator shall have an additional 14 calendar days after the Response Deadline.

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

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

2. RECITALS.

2.1 On July 31, 2023, Plaintiff Ramon Trejo filed a lawsuit against Defendant Tony's Fine Foods; United Natural Foods, Inc.; United Natural Foods West, Inc.; UNFI Grocers Distribution, Inc.; and Nor-Cal Produce, Inc. in the Superior Court of California, County of Sacramento, alleging various wage and hour violations under California law, Sacramento County Superior Court Case No. 23CV005704 ("*Trejo* Action").

2.2 On August 29, 2023, Plaintiff Tou Her filed a lawsuit against Defendant Tony's Fine Foods in the Superior Court of California, County of Sacramento, alleging various wage and hour violations under California law, Sacramento County Superior Court Case No. 23CV010748 ("*Her* Action").

2.3 On October 12, 2023, Plaintiffs Donja Rayquon Brooks and Hermine Aneo filed their lawsuit against Defendant Tony's Fine Foods in the Superior Court of California, County of Sacramento, alleging various wage and hour violations under California law, Sacramento County Superior Court Case No. 23CV009861 ("*Brooks* Action").

2.4 On July 19, 2024, Plaintiff Cedric Jackson filed his lawsuit against Defendant Tony's Fine Foods and United Natural Foods West, Inc. in the Superior Court of California, County of Sacramento, alleging various wage and hour violations under California law, Sacramento County Superior Court Case No. 24CV084062 ("*Jackson* Action").

2.5 On August 15, 2024, Claimant Brandon Lubner submitted a demand for arbitration with the American Arbitration Association against Respondents Tony's Fine Foods and United Natural Foods West, Inc., AAA Case No. 01-24-0007-2820 ("*Lubner* Action").

2.6 On February 13, 2025, Plaintiff Aurelio Mendoza filed his lawsuit against Defendant Tony's Fine Foods and United Natural Foods West, Inc. in the Superior Court of California, County of Sacramento, alleging various wage and hour violations under California law, Sacramento County Superior Court Case No. 25CV003386 ("*Mendoza* Action").

2.7 On February 18, 2025, Plaintiffs Nicholas Ables, Ronald McDill, and Derreonte Wallace filed their lawsuit against Defendant Tony's Fine Foods and United Natural

Foods West, Inc. in the Superior Court of California, County of Sacramento, alleging various wage and hour violations under California law, Sacramento County Superior Court Case No. 25CV003826 ("*Ables* Action").

2.8 Thereafter, the Parties in the Actions agreed to attend a global private mediation with David Phillips, Esq. on October 28, 2025, to potentially resolve all Actions.

2.9 Prior to mediation, Plaintiffs obtained, through informal discovery, a sampling of time and corresponding pay records belonging to all Class Members, relevant Defendant policies, Plaintiffs' time and payroll records, wage statements, and the total number of non-exempt employees and workweeks worked during the Class Period. Plaintiffs represent that their investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co*. (1996) 48 Cal.App.4th 1794, and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.10 On October 28, 2025, the Parties attended private mediation. However, the Parties were unable to resolve the Actions.

2.11 Eventually, through the help of the experienced mediator, David Phillips, Esq., the Parties accepted a mediator's proposal to settle the Actions for a Gross Settlement Amount of $2,100,000.00.

2.12 On or about June 4, 2026, the Parties executed a Memorandum of Understanding containing the essential terms of the Parties' settlement.

2.13 Thereafter, Plaintiffs filed a consolidated class and representative action complaint in the *Her* Action.

2.14 Plaintiffs allege, among other things, claims for failure to pay minimum wages, failure to pay overtime wages, failure to pay sick pay wages, meal period violations, rest period violations, wage statement violations, waiting time penalties, failure to timely pay wages, payroll record violations, unreimbursed business expenses, unfair competition, and civil penalties pursuant to the Private Attorneys General Act ("PAGA").

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

2.16 The Court has not granted class certification.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by this Agreement, Defendant promises to pay $2,100,000, and no more, as the non-reversionary Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the wage portions of the Individual Class Payments. Defendant has no obligation

to pay the Gross Settlement Amount (or any employer 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 PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1 To Plaintiffs:

3.2.1.1 Class Representative Service Payments. Subject to Court approval, each Plaintiff shall receive a Class Representative Service Payment of up to $5,000, in addition to any Individual Class Payment and any Individual PAGA Payment to which he or she may be entitled as a Participating Class Member and/or PAGA Member. Defendant will not oppose Plaintiffs' request for Class Representative Service Payments totaling up to $50,000. Plaintiffs will seek Court approval of the requested Class Representative Service Payments no later than 16 court days before the Final Approval Hearing. If the Court approves less than the amount requested, the remainder shall be added to the Net Settlement Amount. The Administrator shall report the Class Representative Service Payments on IRS Form 1099. In the event the Court approves less than the amount requested, such ruling shall not provide a basis for revoking or terminating the Settlement.

3.2.1.2 To Class Counsel: A Class Counsel Fees Payment of up to 35% of the Gross Settlement Amount, and a Class Counsel Litigation Expenses Payment not to exceed $50,000. Defendant will not oppose requests for attorneys' fees and litigation expenses that comply with the terms of this Agreement and the Memorandum of Understanding. Plaintiffs and/or Class Counsel shall file their motion for attorneys' fees and litigation expenses no later than 16 court days before the Final Approval Hearing. If the Court awards less than the amounts requested, the remainder shall be added to the Net Settlement Amount. The Administrator shall issue one or more IRS Forms 1099 for all attorneys' fees and litigation expense payments. In the event the Court approves less than the amount requested, such ruling shall not provide a basis for revoking or terminating the Settlement.

3.2.1.3 To the Administrator: An Administrator Expenses Payment not to exceed $20,000, except for a showing of good cause and as approved by the Court. To the extent that the Administration Expenses are less than, or the Court approves payment of less than $20,000, the

Administrator will allocate the remainder to the Net Settlement Amount.

3.2.1.4 To Each Participating Class Member: An Individual Class Payment is calculated by (a) dividing the Net Settlement Amount by the total number of Class Period Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Class Period Workweeks.

3.2.1.5 Tax Allocation of Individual Class Payments. Thirty-three percent (33%) of each Individual Class Payment shall be allocated as wages ("Wage Portion") and reported on IRS Form W-2, with applicable withholdings. Sixty-seven percent (67%) of each Individual Class Payment shall be allocated as penalties and interest ("Non-Wage Portion") and reported on IRS Form 1099, if applicable. Participating Class Members shall be solely responsible for any taxes arising from their Individual Class Payments.

3.2.2 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 from the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis based on their respective workweeks.

3.2.3 To the LWDA and PAGA Members: PAGA Penalties in the amount of $200,000 shall be paid from the Gross Settlement Amount. Seventy-five percent (75%), or $150,000, shall be paid to the LWDA. Twenty-five percent (25%), or $50,000, shall be distributed to PAGA Members.

3.2.3.1 The Administrator shall calculate each Individual PAGA Payment by dividing the PAGA Members' share of the PAGA Penalties ($50,000) by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period and multiplying the resulting value by each PAGA Member's PAGA Pay Periods. PAGA Members shall be solely responsible for any taxes arising from their Individual PAGA Payments.

3.2.3.2 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.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks. Defendant represents that, as of the mediation date, the Settlement Class worked approximately 128,110 workweeks during the Class Period.

4.2 Class Data. No later than thirty (30) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in 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. Without any extension of the deadline by which Defendant 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. The Administrator will provide Defendant with wire transfer information no more than three (3) days after the Effective Date. The Gross Settlement Amount shall be paid by no later than sixty (60) calendar days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within seven (7) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA 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 (no less than 180 days after the mailing date) on which the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class and PAGA 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 PAGA Members, including Non-Participating Class Members who qualify as PAGA Members (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 Administrator must update

the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a USPS forwarding address. Within seven (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, upon the Class Member's request prior to the void date.

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled 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 Section 384, subd. (b).

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

5. **RELEASES OF CLAIMS**. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

5.1 Release by Participating Class Members. In consideration for their awarded Individual Class Payments, regardless of whether they elect to cash the check , all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all the claims that were alleged, or could have been alleged, based on the facts contained in the Operative Complaint and that occurred during the Class Period that have been or could have been alleged or asserted in any of the pleadings that have been filed in any of the Actions, including any claims of liability raised during mediation, based on the facts alleged in any of the pleadings that have been filed in the Actions or in any related notices sent to the LWDA, including, but not limited to, claims for unpaid overtime, unpaid minimum wages, failure to provide meal and rest periods, failure to timely pay wages at termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to provide safety devices and safeguards, failure to maintain payroll records, failure to provide reporting time pay, unreimbursed business expenses, unfair and unlawful business practices. The release shall include

claims arising under California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 246, 248.6, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2803, 2804, the California Wage Orders, California Code of Regulations, Title 8, § 11000 *et seq.*, and California Business & Professions Code §§ 17200 *et seq.* The Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation or claims based on facts occurring outside the Class Period.

5.2 Release by Aggrieved Employees. In consideration for their awarded Individual PAGA Payments, regardless of whether or not they cash the check, Plaintiffs, acting as authorized proxies and agents of the LWDA/State of California, release and settle the LWDA's/State's claims for civil penalties under PAGA based on the facts and violations described in the PAGA Notices and arising during the PAGA Period, against the Released Parties from any and all claims for PAGA civil penalties that have been or could have been alleged or asserted in any of Plaintiffs' PAGA Notices, based on the facts alleged in Plaintiffs' PAGA Notices, including, but not limited to, PAGA civil penalties for unpaid overtime, unpaid minimum wages, failure to provide meal and rest periods, failure to timely pay wages at termination, failure to timely pay wages during employment, failure to properly calculate sick leave rates of pay, failure to provide compliant wage statements, failure to maintain payroll records, unreimbursed business expenses, unfair and unlawful business practices, failure to provide safety devices and safeguards, and all claims for civil penalties or other remedies recoverable under Labor Code § 2698 *et seq.* (PAGA). The release shall include claims arising under California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226(a), 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9), 226.3, 226.7, 245.5, 246, 246(l), 246(b)(4), 246.5, 247, 247.5, 248.5, 248.6, 248.6(b)(3)(A), 249, 256, 510, 512, 512(a), 516, 558, 1174, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2699(a), (f), and (g), 2699.3(a), 2699.3(c), 2699.5, 2802, 2803, 2804, 6401, 6403, IWC Wage Order No. 9-2001, all other California Wage Orders, and California Code of Regulations, Title 8, § 11000 *et seq.*

6. MOTION FOR PRELIMINARY APPROVAL. Within 45 days of the full execution of this Agreement, Plaintiffs will move for an order giving preliminary approval of the Settlement ("Motion for Preliminary Approval").

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare 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 Section 2699, subd. (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (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 Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs 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; and (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members, and its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2)). Plaintiffs shall not file the Motion for Preliminary Approval without Defendant's review and approval, and Defendant shall have at least ten (10) business days to review. Plaintiffs shall not unreasonably reject Defendant's edits and will involve the mediator, if necessary, to resolve disputes related to the Motion for Preliminary Approval.

6.2 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 45 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval order to the Administrator.

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 ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising from prior experiences in 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 under U.S. Treasury Regulation section 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, PAGA Members, 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 15 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice 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.

7.4.3 Not later than five (5) 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 Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 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 by re-mailing the Class Notice.

7.4.5 If the Administrator, Defendant 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, whichever is later. The Gross Settlement Amount shall not be impacted by the discovery of additional Class Members.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves from (opt out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 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 shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion 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 5.1 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 PAGA Members are deemed to release the claims identified in Paragraph 5.2 of this Agreement and are eligible for an Individual PAGA Payment.

7.5.5 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review Requests for Exclusion on a rolling basis to ascertain their validity. Not later than 10 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 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). The Administrator shall not provide the parties with contact information beyond full names for any members of the Exclusion List. Class Counsel and Defense Counsel agree to limit their use of any information provided by the Administrator from the Exclusion List to the furtherance of this Settlement.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 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 Period 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's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Class Period Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's 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 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 45 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 Email Address and Toll-Free Number. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails and to provide the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, 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 order and the Judgment.

7.8.2 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 Pay Periods 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.

7.8.3 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.4 Administrator's Declaration. Not later than 14 days before the date by which Plaintiffs are 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 attaching the Exclusion List. 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.

7.8.5 Final Report by 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, by

employee identification number only, 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. **ESCALATOR CLAUSE.** The settlement is based on Defendant's representation that, as of the mediation date, Class Members worked approximately 128,110 workweeks during the Class Period. Prior to filing the Motion for Preliminary Approval, Defendant shall determine the final total number of workweeks for Settlement Class Members and, if that total exceeds ten percent (10%) above that estimate, Defendant shall elect either (a) to increase the Gross Settlement Amount on a pro rata basis, such that for each one percent (1%) by which the total number of workweeks exceeds 140,921, the Gross Settlement Amount increases by one percent, or (b) to close the release period on the date immediately before the workweek count exceeds 140,921.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** If ten percent (10%) or more of the Class Members, or a number of Class Members whose Individual Settlement Shares represent ten percent (10%) or more of the total of all Individual Settlement Shares, validly elect not to participate in the Settlement, Defendant will have the right to rescind the Settlement, and the Settlement and all actions taken in its furtherance will be null and void. Defendant must exercise this right within 10 business days after the Settlement Administrator notifies the parties of the number of opt-outs, which the Settlement Administrator will do within 10 days after the deadline for submission of opt-outs. If Defendant exercises the right to rescind, it will be responsible for the costs of administration of the Settlement incurred through that time.

10. **MOTION FOR FINAL APPROVAL**. Not later than 16 court days before the scheduled Final Approval Hearing, Plaintiffs 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 section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall not file the Motion for Final Approval without Defendant's review and approval, and Defendant shall have at least ten (10) business days to review. Plaintiffs shall not unreasonably reject Defendant's edits and will involve the mediator, if necessary, to resolve disputes related to 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 five (5) court 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 work together in good faith to attempt to address the Court's concerns. 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 Administrator 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. The parties and all Participating Class Members who did not object to the Settlement as provided in this Agreement waive all appeals from the final approval of the Settlement unless the Court materially modifies the Settlement, except that Plaintiffs and Class Counsel may appeal from an order by the Court that reduces the amounts sought for the Class Representative Service Payment or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment. Such an order or affirmance of such an order will not entitle Plaintiffs or the Class to avoid the Settlement. Defendant's payment obligation under the Settlement will be suspended pending an appeal of the Judgment.

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 work expeditiously and in good faith to address the appellate court's concerns, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service 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 an amended judgment is required under Code of Civil Procedure section 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 or may be argued in any court or arbitration as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant or any Released Party has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment

are for purposes of this Settlement only. If, for any reason, the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Actions and agree to certification 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 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.

12.3 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.

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

12.5 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 as agreed by the Parties, 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 the mediator and/or the Court for resolution.

12.6 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 any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.7 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant 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.

12.8 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.

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

12.10 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.

12.11 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.

12.12 Confidentiality. Plaintiffs and their attorneys agree not to issue any press or other media releases or talk to the press or media or post on social media regarding the Settlement, and Plaintiffs' attorneys agree not to publicize the Settlement on their website or social media. In addition, prior to filing the Motion for Preliminary Approval, Plaintiffs and their attorneys will not have any communication with anyone other than family members, clients, Class Members, financial advisors, retained experts, and vendors related to settlement administration regarding the Settlement. If, before the filing of the Motion for Preliminary Approval, Plaintiffs or their attorneys disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement except as required by law or to effect the Settlement, Defendant may rescind the Settlement, rendering it null and void.

12.13 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 30 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final disbursement of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction of, Class Data.

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

12.15 Calendar Days. Unless otherwise noted, all references to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this

Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.16 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 Plaintiffs and the Settlement Class:

Joshua S. Falakassa
josh@falakassalaw.com
FALAKASSA LAW, P.C.
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067

Mehrdad Bokhour
mehrdad@bokhourlaw.com
BOKHOUR LAW GROUP, P.C.
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067

To Defendant:

Jennifer B. Zargarof
Anahi Cruz
jennifer.zargarof@morganlewis.com
anahi.cruz@morganlewis.com
MORGAN, LEWIS & BOCKIUS LLP
300 South Grand Avenue, Twenty-Second Floor
Los Angeles, California 90071

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

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

PLAINTIFFS:

Dated: _____

Tou Her
Plaintiff and Class Representative

Dated: _____

Ramon Trejo
Plaintiff and Class Representative

Dated: _____

Donja Rayquon Brooks
Plaintiff and Class Representative

Dated: 10/19/2026

Cedrick Jackson
Cedrick Jackson
Plaintiff and Class Representative

Dated: _____

Hermine Aneo
Plaintiff and Class Representative

Dated: 10/19/2026

Aurelio Mendoza
Plaintiff and Class Representative

Dated: 10/19/2026

Ronald Lynn McDill
Ronald McDill
Plaintiff and Class Representative

Dated: 10/19/2026

Derreonte Wallace
Plaintiff and Class Representative

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PLAINTIFFS:

Dated: _____

Tou Her
Plaintiff and Class Representative

Dated: 10/27/2026

Signed by:
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Ramon Trejo
Plaintiff and Class Representative

Dated: _____

Donja Rayquon Brooks
Plaintiff and Class Representative

Dated: 10/19/2026

Cedrick Jackson
Cedrick Jackson
Plaintiff and Class Representative

Dated: _____

Hermine Aneo
Plaintiff and Class Representative

Dated: 10/19/2026

Aurelio Mendoza
Plaintiff and Class Representative

Dated: 10/19/2026

Ronald Lynn McDill
Ronald McDill
Plaintiff and Class Representative

Dated: 10/19/2026

Derreonte Wallace
Plaintiff and Class Representative

Dated: 10/20/2026

Nicholas A Ables

Nicholas Ables
Plaintiff and Class Representative

Dated: 10/19/2026

Brandon Lubner

Brandon Lubner
Plaintiff and Class Representative

DEFENDANT:

Dated: _____ Tony's Fine Foods

_____
By: _____
Title: _____

APPROVED AS TO FORM BY COUNSEL

PLAINTIFFS:

Dated: _____ **FALAKASSA LAW, PC**

_____
Joshua Falakassa
Attorneys for Plaintiffs and the Putative Class

Dated: _____ **BOKHOUR LAW GROUP, P.C.**

_____
Mehrdad Bokhour
Attorneys for Plaintiffs and the Putative Class

Dated: _____ **CAPSTONE LAW APC**

_____
Raúl Pérez
Attorneys for Plaintiffs and the Putative Class

Dated: 10/20/2026 **JUSTICE LAW CORPORATION**



_____
Douglas Han
Attorneys for Plaintiffs and the Putative Class

Dated: _____ **MOON LAW GROUP, P.C.**

_____
Kane Moon
Attorneys for Plaintiffs and the Putative Class

DEFENDANT'S COUNSEL:

Dated: _____ **MORGAN, LEWIS & BOCKIUS LLP**

_____
Jennifer B. Zargarof
Anahi Cruz
Attorneys for Defendant

Docusign Envelope ID: 50146196-D82D-8AC7-8298-717F5DD84C5D

PLAINTIFFS:

Dated: 10/16/2026

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Tou Her
Plaintiff and Class Representative

Dated: _____

Ramon Trejo
Plaintiff and Class Representative

Dated: _____

Donja Rayquon Brooks
Plaintiff and Class Representative

Dated: _____

Cedric Jackson
Plaintiff and Class Representative

Dated: _____

Hermine Aneo
Plaintiff and Class Representative

Dated: _____

Aurelio Mendoza
Plaintiff and Class Representative

Dated: _____

Ronald McDill
Plaintiff and Class Representative

Dated: _____

Derreonte Wallace
Plaintiff and Class Representative

Docusign Envelope ID: 50146196-D82D-8AC7-8298-717F5DD84C5D

Dated: _____ _____

Nicholas Ables
Plaintiff and Class Representative

Dated: _____ _____

Brandon Lubner
Plaintiff and Class Representative

DEFENDANT:

Dated: _____ Tony's Fine Foods

_____

By: _____
Title: _____

APPROVED AS TO FORM BY COUNSEL

PLAINTIFFS:

Dated: 10/16/2026 **FALAKASSA LAW, PC**

DocuSigned by:
Joshua Falakassa
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Joshua Falakassa
Attorneys for Plaintiffs and the Putative Class

Dated: 10/19/2026 **BOKHOUR LAW GROUP, P.C.**

Signed by:
MEHRDAD BOKHOUR
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Mehrdad Bokhour
Attorneys for Plaintiffs and the Putative Class

Docusign Envelope ID: 9F390EA3-A1DF-8C34-820D-1D5A4B82E9AB

Dated: _____

_____
Nicholas Ables
Plaintiff and Class Representative

Dated: _____

_____
Brandon Lubner
Plaintiff and Class Representative

DEFENDANT:

Dated: October 24, 2026

Tony's Fine Foods

Signed by:
Mahrukh Hussain
3D4F0E989BE646D...

By: Mahrukh Hussain

Title: Vice President and Secretary

APPROVED AS TO FORM BY COUNSEL

PLAINTIFFS:

Dated: _____

FALAKASSA LAW, PC

_____
Joshua Falakassa
Attorneys for Plaintiffs and the Putative Class

Dated: _____

BOKHOUR LAW GROUP, P.C.

_____
Mehrdad Bokhour
Attorneys for Plaintiffs and the Putative Class

Docusign Envelope ID: 9F390EA3-A1DF-8C34-820D-1D5A4B82E9AB

Dated: _____ **CAPSTONE LAW APC**

_____
Raúl Pérez
Attorneys for Plaintiffs and the Putative Class

Dated: _____ **JUSTICE LAW CORPORATION**

_____
Douglas Han
Attorneys for Plaintiffs and the Putative Class

Dated: _____ **MOON LAW GROUP, P.C.**

_____
Kane Moon
Attorneys for Plaintiffs and the Putative Class

DEFENDANT'S COUNSEL:

Dated: October 24, 2026 **MORGAN, LEWIS & BOCKIUS LLP**

Signed by:
Anahi Cruz
5576BA014EF2486...
Jennifer B. Zargarof
Anahi Cruz
Attorneys for Defendant

Docusign Envelope ID: F9DCD257-D3DB-82FE-8334-292D8E201C4C

PLAINTIFFS:

Dated: _____

Tou Her
Plaintiff and Class Representative

Dated: _____

Ramon Trejo
Plaintiff and Class Representative

Dated: 10/13/2026

Signed by:
Donja Brooks
8A406388D452484...

Donja Rayquon Brooks
Plaintiff and Class Representative

Dated: _____

Cedric Jackson
Plaintiff and Class Representative

Dated: 10/26/2026

Signed by:
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Hermine Aneo
Plaintiff and Class Representative

Dated: _____

Aurelio Mendoza
Plaintiff and Class Representative

Dated: _____

Ronald McDill
Plaintiff and Class Representative

Dated: _____

Derreonte Wallace
Plaintiff and Class Representative

Docusign Envelope ID: F9DCD257-D3DB-82FE-8334-292D8E201C4C

Dated: _____ **CAPSTONE LAW APC**

_____
Raúl Pérez
Attorneys for Plaintiffs and the Putative Class

Dated: _____ **JUSTICE LAW CORPORATION**

_____
Douglas Han
Attorneys for Plaintiffs and the Putative Class

Dated: 10/26/2026 **MOON LAW GROUP, P.C.**

_____
Kane Moon
Attorneys for Plaintiffs and the Putative Class

DEFENDANT'S COUNSEL:

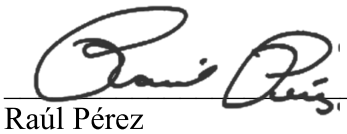
Dated: _____ **MORGAN, LEWIS & BOCKIUS LLP**

_____
Jennifer B. Zargarof
Anahi Cruz
Attorneys for Defendant

Docusign Envelope ID: D432F42E-C664-8CA6-835B-A5FFC0B64C60

Dated: 10/27/2026

CAPSTONE LAW APC



Raúl Pérez
Attorneys for Plaintiffs and the Putative Class

Dated: 10/20/2026

JUSTICE LAW CORPORATION



Douglas Han
Attorneys for Plaintiffs and the Putative Class

Dated: _____

MOON LAW GROUP, P.C.

_____
Kane Moon
Attorneys for Plaintiffs and the Putative Class

DEFENDANT'S COUNSEL:

Dated: _____

MORGAN, LEWIS & BOCKIUS LLP

_____
Jennifer B. Zargarof
Anahi Cruz
Attorneys for Defendant

EXHIBIT “A”

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

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

Her et al. v. Tony's Fine Foods
Case No. 23CV007645
The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Tony's Fine Foods ("Defendant") for alleged wage and hour violations. The Action was filed by former Defendant employees ("Plaintiffs"), and seeks payment of (1) back and premium wages, statutory penalties, and interest for a class of non-exempt hourly employees who work or worked for Defendant in California during the Class Period (August 29, 2019, through April 1, 2026) ("Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all non-exempt hourly employees who work or worked for Defendant in California during the PAGA Period (July 31, 2022, through April 1, 2026) ("PAGA Members").

Defendant expressly denies all of the allegations in the lawsuit and denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

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

The above estimates are based on Defendant's records showing that **you worked __ workweeks** during the Class Period and **you worked_____Pay Periods** during the PAGA Period. If you believe that you worked more workweeks/pay periods 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 Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment

that requires Defendant to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against Defendant.

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

(1) **Do Nothing**. You don't 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 individual Class Period wage claims against Defendant.

(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 individual wage claims against Defendant. You cannot opt out of the PAGA portion of the proposed Settlement, and thus, if you are a PAGA member, you remain eligible for an Individual PAGA Payment regardless of whether you opt out of the Class Settlement.

Defendant 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 Defendant 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 by the Opt-out Deadline. 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. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all PAGA Members and the PAGA Members 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 Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See **Section 7** of this Notice.
You Can Participate in the_____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't 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 Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's 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.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. Plaintiffs accuse Defendant in the Action of violating California labor laws, asserting claims based on Defendant's alleged: (1) failure to pay minimum and overtime wages; (2) failure to provide meal periods or pay meal premiums; (3) failure to provide rest breaks or pay rest premiums; (4) failure to pay all sick time; (5) failure to provide compliant wage statements; (6) failure to pay all wages at termination; (7) failure to reimburse for necessary business expenses; and (8) unfair competition. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: Falakassa Law, P.C.; Bokhour Law Group, P.C.; Capstone Law APC; Justice Law Corporation; and Moon Law Group, P.C. ("Class Counsel")

Defendant denies all allegations in the lawsuit, denies violating any laws, and denies failing to pay any wages, and contends it complied with all applicable laws.

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

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

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has 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 PAGA Members. 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. Defendant Will Pay $2,100,000 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, the Class Representative Service Payment, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement no later than 60 calendar days after the Effective Date.

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

    A. Up to $735,000 (35% of the Gross Settlement) to Class Counsel for attorneys' fees and up to $50,000 for their litigation expenses.

    B. Up to $5,000 per Plaintiff as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class.

    C. Up to $20,000 to the Administrator for services administering the Settlement.

    D. Up to $200,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Members based on their PAGA Period 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 (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. Plaintiffs and Defendant are asking the Court to approve an allocation of 33% of each Individual Class Payment to taxable wages ("Wage Portion") and 67% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholding and will be reported on IRS Form W-2. Defendant will separately pay the 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 Plaintiffs and Defendant 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, at your own expense, 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). If you don't cash it by the void date, your check will be automatically canceled, and the money will be deposited with the California Controller's Unclaimed Property Fund in your name.

   If the money represented by your check is sent to the Controller's Unclaimed Property, you can visit https://claimit.ca.gov/ to determine 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_____, 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_____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.

   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 Defendant 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. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also 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 (titled "How Can I Get More Information").

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, 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 Defendant or the Released Parties, as defined in the Settlement Agreement, 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:

   > In consideration for their awarded Individual Class Payments, regardless of whether they elect to cash the check , all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all the claims that were alleged, or could have been alleged, based on the facts contained in the Operative Complaint and that occurred during the Class Period that have been or could have been alleged or asserted in any of the pleadings that have been filed in any of the Actions, including any claims of liability raised during mediation, based on the facts alleged in any of the pleadings that have been filed in the Actions or in any related notices sent to the LWDA, including, but not limited to, claims for unpaid overtime, unpaid minimum wages, failure to provide meal and rest periods, failure to timely pay wages at termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to provide safety devices and safeguards, failure to maintain payroll records, failure to provide reporting time pay, unreimbursed business expenses, unfair and unlawful business practices. The release shall include claims arising under California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 246, 248.6, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2,

1197, 1197.1, 1198, 2802, 2803, 2804, the California Wage Orders, California Code of Regulations, Title 8, § 11000 *et seq.*, and California Business & Professions Code §§ 17200 *et seq.*

10. Release by Plaintiffs and LWDA. In consideration for their awarded Individual PAGA Payments, regardless of whether or not they cash the check, Plaintiffs, acting as authorized proxies and agents of the LWDA/State of California, release and settle the LWDA's/State's claims for civil penalties under PAGA based on the facts and violations described in the PAGA Notices and arising during the PAGA Period, against the Released Parties from any and all claims for PAGA civil penalties that have been or could have been alleged or asserted in any of Plaintiffs' PAGA Notices, based on the facts alleged in Plaintiffs' PAGA Notices, including, but not limited to, PAGA civil penalties for unpaid overtime, unpaid minimum wages, failure to provide meal and rest periods, failure to timely pay wages at termination, failure to timely pay wages during employment, failure to properly calculate sick leave rates of pay, failure to provide compliant wage statements, failure to maintain payroll records, unreimbursed business expenses, unfair and unlawful business practices, failure to provide safety devices and safeguards, and all claims for civil penalties or other remedies recoverable under Labor Code § 2698 *et seq.* (PAGA). The release shall include claims arising under California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226(a), 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9), 226.3, 226.7, 245.5, 246, 246(l), 246(b)(4), 246.5, 247, 247.5, 248.5, 248.6, 248.6(b)(3)(A), 249, 256, 510, 512, 512(a), 516, 558, 1174, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2699(a), (f), and (g), 2699.3(a), 2699.3(c), 2699.5, 2802, 2803, 2804, 6401, 6403, IWC Wage Order No. 9-2001, all other California Wage Orders, and California Code of Regulations, Title 8, § 11000 *et seq*.

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 Class Period Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Class Period Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $50,000.00 by the total number of PAGA Pay Periods worked by all PAGA Members and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Member.

3. Workweek/Pay Period Challenges. The number of Class Period Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated on the first page of this Notice. You have until____to challenge the number of Class Period Workweeks and/or 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.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Class Period Workweeks and/or Pay Periods based on Defendant's 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 resolve Class Period Workweek and/or 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. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

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 doesn't opt out), including those who also qualify as PAGA Members. 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 PAGA Member who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as 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 signed written request stating that you do not want to participate in the Class Settlement. The request must include your full name, current address, and either your email address or telephone number. You or your representative may submit the request. The Administrator will exclude you based on any written communication that reasonably communicates your desire to be excluded from the Class Settlement and allows the Administrator to reasonably confirm your identity. If the Administrator has reason to question the authenticity of your request, the Administrator may ask for additional information confirming your identity. Be sure to identify the Action as Her, et al. v. Tony's Fine Foods, et al., Case No. 23CV010748. Your request must be faxed, emailed, or postmarked no later than [RESPONSE DEADLINE], or it will be invalid. Section 9 of this Notice, titled "How Can I Get More Information?," contains the Administrator's contact information..

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 Plaintiffs and Defendant are asking the Court to approve. At least 16 court days before the_____Final Approval Hearing, Class Counsel and/or Plaintiffs 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 Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Award. 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.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is_____**. 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 *Her et al. v. Tony's Fine Foods*, Case No. 23CV007645, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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 at (time) in Courtroom 8A of the Sacramento County Superior Court, located at Sacramento County Superior Court, 500 G Street, Sacramento, CA 95814. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, 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, at your own expense, to attend) either personally or virtually via Zoom. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website_____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 Defendant and Plaintiffs have promised to do under the proposed Settlement. You can 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://prod-portal-sacramento-ca.journaltech.com/public-portal/?q=Home) and entering the Case Number for the Action, Case No. 23CV007645.

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

Class Counsel:

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Settlement Administrator:

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.

EXHIBIT “B”