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SUPERIOR COURT STATE OF CALIFORNIA
COUNTY OF STANISLAUS

**IN RE: STANISLAUS FOOD
PRODUCTS COMPANY
EMPLOYMENT CASES**

Included Actions:

*Rigoberto Valle v. Stanislaus Food
Products Company*, Case No. CV-23-
001433

*Mario Castillo v. Stanislaus Food Products
Company*, Case No. CV-23-003465

*Victoria Martinez v. Stanislaus Food
Products Company*, Case No. CV-23-
004653

*Rebeca Balbuena Andres v. Stanislaus
Food Products Company*, Case No. CV-23-
007019

*Martin Sohal v. Stanislaus Food Products
Company*, Case No. CV-24-000548

Case No.: CV-23-001433

**DECLARATION OF DREW LEWIS IN
SUPPORT OF PLAINTIFFS'S MOTION
FOR FINAL APPROVAL**

Date: April 29, 2025
Time: 8:30 a.m.
Judge: Hon. John Freeland
Dept.: 23

Complaint Filed: March 21, 2023
Trial Date: **Not Set**

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1 5. I have extensive experience litigating wage and hour claims. I have tried nine
2 cases and nearly all of them involved wage and hour or PAGA issues. In 2023, I obtained a
3 nearly \$1 million judgment for two caregivers who had not been paid for their off-the-clock
4 work. In 2023 I obtained a judgment of nearly \$750,000 for two security guards involving off-
5 the-clock time. Both of those cases involved legal issues similar to the ones presented in this
6 case. My experience litigating and *trying* the same wage and hour claims involved in this case
7 give me a unique lens through which to evaluate the strengths and weaknesses of the Plaintiffs'
8 claims.

9 6. The breadth of my experience has been recognized by peers. I have been selected
10 as a "Rising Star" by Super Lawyers every year since I was first nominated in 2017.
11 Additionally, I have been sought after by colleagues to present on important topics in the
12 employment field. I have presented (for CLE credit) to law classes at UC Hastings College of
13 the Law and Berkeley Law on the topics of employment law and representing low wage
14 workers. Additionally, in January 2022 I presented at the California Lawyer's Association
15 virtual conference on Leaves of Absence.

16 7. Based on my extensive experience litigating and trying cases involving the same
17 claims here, I believe that the settlement is fair and reasonable in light of the complexities of the
18 case, the uncertainties of class certification and litigation, and the secured benefit to the class.

19 **INVESTIGATION & MEDIATION**

20 8. As part of our workup in this case, my firm as well as the firms of my co-counsel
21 extensively investigated the claims. This included speaking to numerous witnesses, reviewing
22 documents, and retaining an expert to analyze data. Plaintiffs counsel's investigation was
23 thorough. Based on that investigation, we had a clear idea of the maximum and likely exposure
24 going into mediation.

25 9. The parties attended mediation with Tripper Ortman, one of the state's top class
26 action employment mediators. The mediation was adversarial in nature throughout and only
27 resolved after Mr. Ortman made a mediator's proposal of \$3,500,000 to resolve all claims
28 alleged in the operative complaint. Both sides accepted the mediator's proposal.

SETTLEMENT FAIRNESS

10. A review of the Agreement's terms does not give rise to any doubts about its fairness. The average net award per class member is approximately \$437.66. The \$3.5 million settlement represents 15.8% of the maximum total exposure between the non-PAGA (\$10,949,095) and PAGA (\$11,145,627). This settlement is a reasonable compromise of the class and PAGA claims and is within the percentile ranges of the total available damages that have been approved in other class settlements. (*See Wershba*, 91 Cal. App. 4th at 246,250; *Rebney v. Wells Fargo Bank* (1990) 220 Cal.App.3d 1117, 1139; *Officers for Justice v. Civil Serv. Comm'n* (9th Cir. 1982) 688 F.2d 615, 628; *see also In re Omnivision Technologies, Inc.* (N.D. Cal. 2008) 559 F. Supp. 2d 1036, 1042 (noting that certainty of recovery in settlement of 6% of maximum potential recovery after reduction for attorney's fees was higher than median percentage for recoveries in shareholder class action settlements, averaging 2.2%-3% from 2000 through 2002); *Bravo v. Gale Triangle, Inc.* (C.D. Cal., 2017) 2017 WL 708766, at *2 (approving a settlement where the net recovery to class members was approximately 7.5% of the projected maximum recovery amount); *Avila v. Cold Spring Granite Company* (E.D. Cal. 2018) 2018 WL 400315, at *6 (approving a settlement with a gross recovery of 11% of the projected maximum damages available and a net recovery of approximately 6.7% of the projected maximum recovery); *Bellinghausen v. Tractor Supply Co.*, (N.D. Cal 2015) 306 F.R.D. 245 (approving a settlement where the gross recovery was approximately 8.5% of the projected maximum recovery.))

ATTORNEYS' FEES

11. These factors support Plaintiffs' request for reasonable attorneys' fees. The typical percentage negotiated between parties' ranges from thirty-five to forty-five percent (35% to 45%) in individual litigation depending on the complexity of the case. In class action litigation, the typical percentage negotiated between parties' ranges from thirty to forty percent (30% to 40%) based on the same factors. Plaintiffs' request of one-third falls within these typical fee arrangements.

12. Additionally, our firm as well as my co-counsel took this case on contingency. Contingency cases are inherently risky because of the risk of loss and/or the risk that the amount

1 awarded/recovered will not fully compensate lawyers for their work on the case. Even if
2 recovery does happen, mine and co-counsel's law firm have loaned out services to the Plaintiffs
3 while still being responsible for meeting essential operating costs, such as salaries, of running a
4 law firm. However, this type of arrangement is necessary in order to provide the types of legal
5 services that we do. The vast majority of our clients—employees—do not have the funds to pay
6 for attorneys on an hourly basis. And if they could not find representation on a contingency
7 basis, they would have no ability to vindicate their rights at all.

8 13. It is well-established that “contingent risk” is an important factor that weighs in
9 favor of granting an upward enhancement of the lodestar. (*See, e.g., Serrano III*, 20 Cal. 3d at
10 49; *Crommie v. State of Cal., Public Utilities Com'n*, 840 F. Supp. 719 (N.D. Cal. 1994) at 725;
11 *Ketchum* 24 Cal. 4th at 1132.) If I had represented a fee-paying client, I would have been paid
12 the lodestar amount at the time I provided legal services and on an ongoing basis throughout the
13 litigation, without incurring the risk of non-payment or delayed payment that comes with
14 contingency representation. In *Ketchum*, the Court emphasized the critical importance of
15 granting an upward enhancement in contingency cases as follows:

16 “A contingent fee *must* be higher than a fee for the same legal services paid as they are
17 performed. The contingent fee compensates the lawyer not only for the legal services he
18 renders but for the loan of those services. The implicit interest rate on such a loan is
19 higher because the risk of default (the loss of the case, which cancels the debt of the
20 client to the lawyer) is much higher than that of conventional loans. A lawyer who both
21 bears the risk of not being paid and provides legal services is not receiving the fair
22 market value of his work if he is paid only for the second of these functions. If he is paid
23 no more, competent counsel will be reluctant to accept fee award cases.”

24 (*Ketchum*, 24 Cal. 4th at 1132-33 (emphasis added) (internal quotations and citations omitted).

25 14. The quality of counsel and the settlement payments to Class Members and
26 Aggrieved Employees also support the fee request when compared to other settlements courts
27 have considered as good results. (*See Gardner v. GC Services, LP* (S.D. Cal. 2010) 2010 WL
28 2721271, at *1 (“the results achieved in this case were very favorable. Class members are
provided with immediate monetary relief, with an average award of around several hundred

dollars and a minimum award of \$50”).)

15. Because of my experience trying cases, I have regularly filed fee motions. In 2023, my requested rate of \$625 was approved in San Francisco and Los Angeles for separate matters. My current rate of \$725 is reasonable given my extensive experience litigating and trying employment cases, which adds substantial value to representation of my clients. This rate is also justified here in this case.

16. Dan Schnebly is a licensed attorney who attended Arizona State University and graduated *cum laude* with a J.D. in 2002. He has been in practice since 2004. Mr. Schnebly has nearly 20 years’ experience practicing employment litigation, representing both employers and employees. During this time, he has litigated hundreds of wage and hour cases and has tried at least 10 cases as first chair and more than a dozen as second chair. Mr. Schnebly was approved at a rate of \$900 in 2023 in Los Angeles Superior Court.

17. All members of my staff must keep comprehensive, contemporaneous, detailed records of all legal and non-legal work performed in this matter pursuant to the Firm’s time-keeping policies and practices.

18. The chart below summarizes our time spent on this matter:

Firm Staff	Position	Rate	Total Hours	Total Fees
Drew Lewis	Attorney	\$725	115.3	\$83,592.50
Dan Schnebly	Attorney	\$1000	22.7	\$22,700.00
Paralegals	Paralegal	\$200	32.6	\$6,520.00

19. The hourly rates for the attorneys who have participated in the action as referenced my declaration and in the accompanying declarations of Paul Haines, Mehrdad Bokhour, Joshua Falakassa and Marcus Bradley are below market rate (i.e., the Laffrey Matrix at www.laffreymatrix.com indicates that the rates range from \$473/hour for a 2-year attorney to \$1,141/hour for attorneys with 20-plus years’ experience). Moreover, the Wolters Kluwer 2017 Real Rate Report (“Real Rate Report”) provides directly applicable information in this regard.

The Real Rate Report is based on an enormous and statistically significant compilation of data: 25.8 million billing entries and 23.9 million hours billed by over 112,100 individual timekeepers from 4,620 law firms, totaling \$9.02 billion in fees billed. (See Wolters Kluwer’s ELM Solutions, Inc., 2017 Real Rate Report). The Real Rate Report then compiles and analyzes this data to provide the hourly rates for partners and associates in major metropolitan areas. For the southern California area, which is based on billing entries for 1,125 partners and 1,566 associates, the Real Rate Report states that: (a) the rates for partners in Los Angeles is between \$640 and \$869.75 per hour for the middle and upper quartiles, and (b) the rates for associates in Los Angeles is between \$478.74 and \$638.97 for the median and upper quartiles. And, perhaps most importantly, the information provided in the Real Rate Report is not based on self-reported numbers, surveys, sampling, reviews, or other publications – instead, the Real Rate Report is based on the actual hours and fees billed by law firms. These numbers are not surprising given that a 4-year-old article in the National Law Journal stated that in 2014 partners in Los Angeles charge an average of \$665, while the average associate rate is \$401. (Sloan, \$1,000 Per Hour Isn’t Rare Anymore; Nominal Billing Levels Rise, But Discounts Ease Blow (2014) Nat. Law Journal.)

20. The chart below summarizes the expenses our firm incurred in litigating this matter:

Transaction	Amount
Marcela Grad Translation of Fee Agreement	\$385.56
CaseMail Mailing of Letter of Representation	\$19.00
Claudia Lindgren Interpreting Services	\$80.00
One Legal Order #20050283 - Complaint	\$13.33
One Legal Order #20058217 - Complaint	\$1,534.99
One Legal Order #20218047 - Proof of Service of Summons	\$17.04
One Legal Order #20755239 - Case Management Statement	\$13.33
One Legal Order #20758463 - Case Management Statement	\$17.04

VCourt™ Remote Appearances - CMC	\$30.35
Marcela Grad Invoice #3 - Translation of Joint Pros. Agreement	\$100.00
Claudia Interpreter Invoice	\$20.00
Berger Consulting Group	\$2,090.00
One Legal Order #21610258 - Case Management Statement	\$17.04
One Legal Order #21691958 - Notice	\$17.04
Ortman Mediation Invoice #2924	\$5,666.66
One Legal Order #22506718 – CMC Statement	\$19.10
VCourt™ Remote Appearances - CMC	\$30.35
One Legal Order #23834607 - Stip to Consolidate	\$15.44
One Legal Order #23834171 - Stip to Consolidate	\$15.44
One Legal Order #23834838 - Stip to Consolidate	\$15.44
One Legal Order #23841256 - Stip to Consolidate	\$40.99
One Legal order #23932488 - Amended Complaint	\$19.31
VCourt™ Remote Appearances - Motion for Preliminary Approval	\$74.70
Filing, Service & Appearance Costs for Final Approval Motion	\$150.10
Total:	\$10,402.25

CY PRES

21. For any portion of the Net Settlement Amount or PAGA Payment allocated to Qualified Claimants and/or Aggrieved Employees that are not claimed by them by cashing their respective settlement checks within 180 days, the remaining amount shall be paid to Central California Legal Services and The Salvation Army in equal portion

22. Utilizing *cy pres* beneficiaries is reasonable and appropriate in this case pursuant to California Civil Procedure Code section 384(a) to ensure any unclaimed funds are distributed to the fullest extent possible in a manner that furthers the purposes of this wage and hour class action and PAGA case.

23. Central California Legal Services and The Salvation Army are excellent choices

1 for *cy pres* beneficiaries in this matter. CCLS provides free legal assistance to low-income
2 individuals in Fresno, Merced, Tuolumne, Mariposa, Tulare, and Kings Counties. These legal
3 services include assistance with employment issues as well as issues involving healthcare,
4 housing, protecting families and seniors from violence and consumer fraud. The Salvation Army
5 likewise provides assistance to members of the local community.

6 **CLASS REPRESENTATIVE ENHANCEMENT PAYMENT**

7 24. Here, Plaintiffs' participation in the case justifies an enhancement of \$7,500 in
8 recognition of their involvement in all phases of the litigation from initial claims investigation,
9 development of discovery and participation of mediation and the risks that he took that he might
10 be actually or functionally black-balled in future employment because of their willingness to be
11 the only named plaintiffs in this lawsuit. Plaintiffs brought this action knowing there would be a
12 delay in any payment as the litigation progressed, rather than proceeding on individual claims in
13 front of the California Labor Commissioner. Payment of \$7,500.00 is appropriate given the risk,
14 assistance, time required in bringing this case and resolution of this case.

15 25. There is no conflict of interest between Plaintiffs and Class Members. Plaintiffs
16 and their counsel have pursued the claims made in the operative Complaint vigorously on behalf
17 of the class. Plaintiffs' counsel thoroughly investigated the claims made in this case by speaking
18 with Plaintiffs and reviewing substantial documentation.

19
20 I declare under penalty of perjury that the facts stated in this declaration are true and
21 correct and that this declaration was executed on April 7, 2025, in Roseville, California.

22
23 

24 DREW LEWIS

Exhibit A

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs Rigoberto Valle, Mario Castillo, Victoria Martinez, Rebeca Balbuena Andres, and Martin Sohal (collectively "Plaintiffs") and Defendant Stanislaus Food Products Company ("SFP" or "Defendant"). The Agreement refers to Plaintiffs and Stanislaus collectively as "Parties" or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the lead case alleging wage and hour violations and related claims against SFP initiated by Rigoberto Valle on March 21, 2023, in the Superior Court of the State of California in and for the County of Stanislaus, Case No. CV-23-001433, currently captioned *RIGOBERTO VALLE on behalf of himself and similarly situated employees v. STANISLAUS FOOD PRODUCTS COMPANY, a California Corporation; DOES 1-20, inclusive, Superior Court of the State of California for the County of Stanislaus*. The Action is inclusive of the member cases, *Mario Castillo v. Stanislaus Food Products Company*, Case No. CV-23-003465; *Victoria Martinez v. Stanislaus Food Products Company*, Case No. CV-23-004653; *Rebeca Balbuena Andres v. Stanislaus Food Products Company*, Case No. CV-23-007019; and *Martin Sohal v. Stanislaus Food Products Company*, Case No. CV-24-000548, concurrently filed in the Superior Court of the State of California in and for the County of Stanislaus.

1.2. "Administrator" means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4. "Aggrieved Employee," "PAGA Group," and/or "PAGA Employees" means all current and former hourly-paid or non-exempt employees employed by Defendant within the State of California at any time during the period from June 16, 2022, through July 12, 2024 (i.e., the PAGA Period).

1.5. "Class" or "Class Members" means all current and former hourly-paid and/or non-exempt employees of Defendant in California, employed between March 21, 2019, through July 12, 2024 (i.e., the Class Period).

1.6. "Class Counsel" means Drew Lewis of Drew Lewis, P.C.; Joshua Falakassa of Falakassa Law, P.C.; Mehrdad Bokhour of Bokhour Law Group, P.C.; Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen, and Susan J. Perez of Haines Law Group, APC; and Marcus J. Bradley, Kiley L. Grombacher, and Emilie MacLean of Bradley/Grombacher, LLP.

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

1.8. “Class Data” means Class Member identifying information in SFP’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.

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

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

1.11. “Class Notice” means the Court Approved Notice of Class Action Settlement And Hearing Date For Final Court Approval, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from March 21, 2019, through July 12, 2024.

1.13. “Class Representatives” means Rigoberto Valle, Mario Castillo, Victoria Martinez, Rebeca Balbuena Andres, and Martin Sohal.

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

1.15. “Court” means the Superior Court of California, County of Stanislaus.

1.16. SFP means the named Defendant Stanislaus Food Products Company.

1.17. “Defense Counsel” means Laura E. Hayward and Nathaniel H. Jenkins of Littler Mendelson, P.C.

1.18. “Effective Date” means: (a) the date upon which the time for appeal of the Court’s order granting final approval of the Settlement and entry of judgment expires; unless (b) an appeal is timely filed, then “Effective Date” means the date of final resolution of any appeal from the order granting final approval of the Settlement and entry of judgment.

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

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

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

1.22. "Gross Settlement Amount" means Three Million Five Hundred Thousand Dollars and Zero Cents (\$3,500,000.00), which is the total amount SFP agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments, and the Administrator's Expenses.

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

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of 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, under Labor Code section 2699, subd. (i).

1.27. "LDWA PAGA Payment" means the 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 Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for SFP for at least one day in California during the PAGA Period.

1.31. "PAGA Period" means the period from June 16, 2022, through July 12, 2024.

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

1.33. "PAGA Notice" means any and all PAGA notices submitted in the Action, including any amended PAGA letters filed or to be filed by Plaintiffs.

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$25,000.00) and the 75% to the LWDA (\$75,000.00) in settlement of PAGA claims.

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

1.36. "Plaintiffs" means Rigoberto Valle, Mario Castillo, Victoria Martinez, Rebeca Balbuena Andres, and Martin Sohal, the named plaintiffs in the Action.

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

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

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

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

1.41. "Released Parties" means: Defendant, and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

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

1.43. "Response Deadline" means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

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

1.45. "Workweek" means any week during which a Class Member worked for SFP for at least one day, during the Class Period.

2. RECITALS.

2.1. On March 21, 2023, Plaintiff Rigoberto Valle filed his original Complaint, asserting causes of action against SFP for (1) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code sections 512 and the Applicable IWC Wage Order; (2) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code sections 226.7 and the Applicable IWC Wage Order; (3) Failure to Provide Wages at Termination/Separation in Violation of Cal. Lab. Code sections 201, 202, and 203; (4) Violation of Unfair Business Practices Act (Bus. & Prof. Code §§ 17200, et seq.); and (5) Failure to Pay Wages in Violation of Cal. Labor Code sections 204, 210. On September 5, 2024, Plaintiffs filed a consolidated, First Amended Complaint in the Lead Action, asserting causes of action against SFP for Failure to Pay Minimum Wages, Failure to Pay Overtime Wages, Failure to Provide Meal Periods, Failure to Provide Rest Periods or Heat Recovery Periods, Failure to Pay Wages Upon Termination, Failure to Provide Accurate Wage Statements, Failure to Maintain Payroll Records, Failure to Provide Copies of Records, Failure to Timely Pay Wages Owed During Employment, Failure to Pay Sick Time Pay, Failure to Provide Written Notice of Employment Terms; Failure to Provide/Properly Pay Paid Time Off; Failure to Reimburse Necessary Business Expenses, Failure to Provide Suitable Seating, and Failure to Minimize Excessive Indoor Heat (the “Operative Complaint”). SFP denies the allegations in the Operative Complaint, 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.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Castillo gave timely written notice to SFP and the LWDA by sending a PAGA Notice dated June 16, 2023; Plaintiff Martinez gave timely written notice to SFP and the LWDA by sending a PAGA Notice dated August 16, 2023; Plaintiff Sohal gave timely written notice to SFP and the LWDA by sending a PAGA Notice dated October 20, 2023; and Plaintiff Andres gave timely written notice to SFP and the LWDA by sending a PAGA Notice dated November 29, 2023; all asserting the same alleged Labor Code violations as asserted in their individual Complaints subsequently filed in Stanislaus County Superior Court. As part of this collective settlement, and pursuant to Labor Code section 2699.3, subd.(a), all Plaintiffs have collectively submitted an *amended* PAGA Notice dated September 5, 2024 under the *Castillo* LWDA Submission Number (AP-4571664), asserting the following alleged violations of the Labor Code: Sections 201-204, 210, 218.5, 218.6, 221, 223, 226, 226.3, 226.7, 227.3, 246, 246.5, 256, 510, 512, 516, 558, 1174, 1174.5, 1182, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2698 et seq., 2800, 2802, 2804, 2810.5; as well as all applicable Wage Orders.

2.3. On February 26, 2024, the Parties participated in an all-day mediation presided over by Francis J. (“Tripper”) Ortman III, which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiffs obtained, through formal and informal discovery, voluminous company records and documents from SFP, including time and payroll data for Plaintiffs, the Class, and the PAGA Group, and key data points. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.5. The Court has not granted class certification because the Parties engaged in mediation before any class certification briefing.

2.6. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. SFP promises to pay Three Million Five Hundred Thousand Dollars and Zero Cents (\$3,500,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. SFP has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to SFP.

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

3.2.1. To Plaintiffs: A Class Representative Service Payment to each Class Representative of not more than \$7,500.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). SFP will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment. In the event that the Court reduces or does not approve the requested Class Representative Service Payment, Plaintiffs shall not have the right to revoke the Agreement, and it will remain binding.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33.33%, which is currently estimated to be \$1,166,666.67 and a Class Counsel Litigation Expenses Payment of not more than \$50,000. SFP will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds SFP harmless, and indemnifies SFP, from any dispute or controversy regarding any division or sharing of any of these Payments. In the event that the Court reduces or does not approve the requested Class Counsel Fees Payment, Plaintiffs and Class Counsel shall not have the right to revoke the Agreement, and it will remain binding.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$32,000 except for a showing of good cause and as approved by the Court. To the extent the Administration

Expenses are less or the Court approves payment less than \$32,000 the Administrator will retain the remainder in the Net Settlement Amount.

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

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

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$100,000.00 to be paid from the Gross Settlement Amount, with 75% (\$75,000.00) allocated to the LWDA PAGA Payment and 25% (\$25,000.00) allocated to the Individual PAGA Payments.

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

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks. Defendant represented at mediation that the extrapolated calculated number of to be approximately 177,368 workweeks ("Workweeks"). If Workweeks through July 12, 2024 exceed this Workweeks estimation by more than 10% (i.e., more than 195,105 Workweeks), Defendant shall have the sole option to either (a) increase the Total Settlement Amount on a proportional basis (i.e., if there was a 12% increase in the number of aggregate workweeks. Defendant shall increase the Total Settlement Amount by 12%); or (b) shorten the Class Period to reduce the number of workweeks to 195,104 workweeks and avoid application of the escalator clause.

4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, SFP will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. SFP has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which SFP 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. SFP shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay SFP's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after SFP 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 (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds

represented by such checks equally between the selected *cy pres* recipients, Central California Legal Services and The Salvation Army.

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate SFP 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 SFP fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' General Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, demands, damages, liquidated damages, monies, penalties, restitution, injunctive relief, attorneys' fees, costs, liabilities and/or causes of action of whatever kind or character, whether known or unknown, which Plaintiffs ever had, now have, have asserted or may hereafter assert or claim to have against the Released Parties arising out of or relating in any way to any acts, circumstances, facts, transactions, or omissions based on facts occurring up to and including the date Plaintiffs sign this Agreement. This release includes but is not limited to any and all claims arising under the (a) Americans with Disabilities Act, as amended; (b) Title VII of the Civil Rights Act of 1964, as amended; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981, as amended; (e) the Fair Labor Standards Act, as amended and the Portal to Portal Act; (f) the Equal Pay Act; (g) the Employee Retirement Income Security Act, as amended; (h) the Consolidated Omnibus Budget Reconciliation Act; (i) the Rehabilitation Act of 1973; (j) the Family and Medical Leave Act; (k) the Civil Rights Act of 1966; (l) the California Fair Employment and Housing Act; (m) the California Constitution; (n) the California Labor Code; (o) the California Government Code; (p) the California Civil Code; and (q) any and all other federal, state and local statutes, ordinances, regulations, rules and other laws, and any and all claims based on equity, constitutional, statutory, common law or regulatory grounds as well as any other claims based on theories of wrongful or constructive discharge, breach of contract or implied contract, fraud, misrepresentation, promissory estoppel or intentional and/or negligent infliction of emotional distress, or damages under any other federal, state or local statutes, ordinances, regulations, rules or laws, except for such claims that cannot be released by law. ("Plaintiffs' General Release.") Plaintiffs' General Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' General Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

Nothing in this Agreement, including in the Plaintiffs' General Release, shall be construed to prevent the disclosure of factual information related to any acts of sexual assault, sexual harassment, workplace harassment or discrimination, failure to prevent an act of workplace harassment or discrimination, or act of retaliation against a person for reporting harassment or discrimination related to the Action; prevents Plaintiffs from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct they have reason to believe is unlawful; or waives Plaintiffs' right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment on the part of SFP, or

on the part of the agents or employees of SFP, when Plaintiffs have been required or requested to attend such a proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature, prevent Plaintiffs from communicating with, filing a charge or complaint with, or from participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, the Securities and Exchange Commission, or any other any federal, state or local agency charged with the enforcement of any laws, including providing documents or any other information, or limit Plaintiffs from exercising rights under Section 7 of the NLRA to engage in protected, concerted activity with other employees, although by signing this Agreement Plaintiffs are waiving rights to individual relief (including backpay, frontpay, reinstatement or other legal or equitable relief) in any charge, complaint, or lawsuit or other proceeding brought by Plaintiffs or on Plaintiffs' behalf by any third party, except for any right Plaintiffs may have to receive a payment or an award from a government agency (and not SFP) for information provided to the government agency or where otherwise prohibited.

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

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

5.2 Release by Participating Class Members: All Participating Class Members (including Plaintiffs), on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from:

5.2.1 The Claims set forth in the Action, including, but not limited to: Failure to Pay Minimum Wages, Failure to Pay Overtime Wages, Failure to Provide Meal Periods, Failure to Provide Rest Periods or Heat Recovery Periods, Failure to Pay Wages Upon Termination, Failure to Provide Accurate Wage Statements, Failure to Maintain Payroll Records, Failure to Provide Copies of Records, Failure to Timely Pay Wages Owed During Employment, Failure to Pay Sick Time Pay, Failure to Provide Written Notice of Employment Terms; Failure to Provide/Properly Pay Paid Time Off; Failure to Reimburse Necessary Business Expenses, Failure to Provide Suitable Seating, and Failure to Minimize Excessive Indoor Heat, and those claims predicated on the same or similar facts and/or claims alleged in the Actions; as well as any claims that could have been pled which arise from the same or similar facts concerning the Plaintiffs or the putative class, and claims for interest, penalties (including but not limited to waiting time penalties); as well as any claims under the California Labor Code and California Industrial Welfare Commission Wage Orders, specifically for violations of California Labor Code Sections 201-204, 210, 218.5, 218.6, 221, 223, 226, 226.3, 226.7, 227.3, 246, 246.5, 256, 510, 512, 516, 558, 1174, 1174.5, 1182, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2698 et seq., 2800, 2802, 2804, 2810.5; as well as B&P Code 17200, 17203, 17208, "applicable Wage Orders," Civil Code §§ 3287, 3289, CCP § 1021.5; or which could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Actions;

5.2.2 Any claims for injunctive relief, declaratory relief, restitution, alleged or which could have been alleged under the facts, allegations and/or claims pleaded in the complaints filed as part of the Action;

5.2.3 Any and all other claims under California common law, the federal law, and the California Business and Professions Code alleged in or that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Actions and based on the alleged Labor Code violations.

5.3 PAGA Release by Aggrieved Employees and Labor Workforce Development Agency: Plaintiffs, individually and in their capacity as representatives of the LWDA, State of California, and PAGA Group Members release and discharge the Released Parties from any and all claims for civil penalties under the California Private Attorneys General Act of 2004 (Labor Code §§ 2698, et seq.) that are based on the Labor Code or Wage Order violations alleged or which could have been alleged based on the same or similar facts, allegations and/or claims alleged in the Actions and/or any PAGA letter sent to the LWDA by Plaintiffs for violations of California Labor Code Sections 201-204, 210, 218.5, 218.6, 221, 223, 226, 226.3, 226.7, 227.3, 246, 246.5, 256, 510, 512, 516, 558, 1174, 1174.5, 1182, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2698 et seq., 2800, 2802, 2804, 2810.5; as well as all “applicable Wage Orders,” during the PAGA Period.

5.4 Res Judicata: The Parties agree that the doctrines of res judicata, claim preclusion, issue preclusion, primary rights, and collateral estoppel may be asserted by Defendant in any other proceeding as to released claims and the release in this Settlement to the greatest effect and extent permitted by law. As to the PAGA Group, it is further agreed that the released claims include any claims for civil penalties that could have been investigated by the LWDA within the scope of the PAGA letters submitted by Plaintiffs. To the extent the LWDA has released the PAGA claims in connection with this Agreement, no member of the PAGA Group may pursue these same PAGA claims released here in another action. The PAGA Group may be collaterally estopped by Defendant from pursuing the PAGA claims released and compromised by the LWDA in any other proceeding. After the Court grants final approval of the settlement, Plaintiffs will provide the LWDA with a copy of the Judgment which will include the definition of the PAGA Group. Each member of the PAGA Group will be issued a check for their share of 25% of the PAGA Penalty Amount and will not have the opportunity to opt out of, or object to, the PAGA Penalty Amount and release of the PAGA claims. The PAGA Group are bound by the release of the PAGA claims included within the definition of released PAGA claims regardless of whether they cash or deposit their portion of the PAGA Penalty Amount or exclude themselves from the class portion of the settlement.

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

6.1 Plaintiffs’ Responsibilities. Plaintiffs will timely prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; all facts relevant to any

actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (iv) 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, the agreed upon Cy Pres Recipient and/or the Administrator; (v) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and the Administrator.

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval 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 discuss the court's concerns and potential modifications to the Agreement. Any disputes shall be submitted to the mediator, Francis J. Ortman III, for resolution.

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, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

7.3 Notice to Class Members.

7.3.1 No later than five 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 Pay Periods in the Class Data.

7.3.2 Using best efforts to perform as soon as possible, and in no event later than 14 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.

7.3.3 Not later than 7 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.

7.3.4 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 with the re-mailed Class Notice.

7.3.5 If the Administrator, SFP 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 are later.

7.4 Requests for Exclusion (Opt-Outs).

7.4.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 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.

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

7.4.3 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' Releases under Paragraphs 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

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

7.5 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 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 will also consult with Class Counsel and Defense Counsel in an attempt to resolve any such challenges although 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 Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.6 Objections to Settlement.

7.6.1 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 Payments.

7.6.2 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).

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

7.7 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.

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

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

7.7.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.7.4 Workweek and/or Pay Period Challenges. The Administrator will consult with Class Counsel and Defense Counsel in an attempt to resolve any such challenges although it 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.

7.7.5 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 attach 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.

7.7.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline

set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. SFP'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% or more of the total of all Class Members, SFP may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if SFP withdraws, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, SFP will remain responsible for paying all Settlement Administration Expenses incurred to that point. SFP must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

9. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared 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 provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

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

9.3 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.

9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this

Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments 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.

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

11. ADDITIONAL PROVISIONS.

11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by SFP that any of the allegations in the Action or Operative Complaint have merit or that SFP has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that SFP's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, SFP reserves the right to contest certification of any class for any reasons, and SFP 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 SFP's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

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

11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and SFP, 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.

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

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

11.8 No Tax Advice. Neither Plaintiffs, Class Counsel, SFP 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.

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

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

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

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

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

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

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

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

11.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the fifth day after mailing by United States mail, or the day sent by email or personal service.

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

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

[Signatures on the next page]

Plaintiff Rigoberto Valle

Rigoberto. Valle.

Rigoberto Valle

DREW LEWIS, P.C.

Drew Lewis

Drew Lewis
Counsel for Rigoberto Valle

Plaintiff Mario Castillo

Mario Castillo

FALAKASSA LAW, P.C.

Joshua Falakassa
Counsel for Mario Castillo

BOKHOUR LAW GROUP, P.C.

Mehrdad Bokhour
Counsel for Mario Castillo

Plaintiff Victoria Martinez

Victoria Martinez

HAINES LAW GROUP, APC

Paul K. Haines
Fletcher W. Schmidt
Matthew K. Moen
Susan J. Perez
Counsel for Victoria Martinez

Plaintiff Rebeca Balbuena Andres

Rebeca Balbuena Andres

BRADLEY/GROMBACHER, LLP

Marcus J. Bradley
Kiley L. Grombacher
Counsel for Rebeca Balbuena Andres and Martin
Sohal

Plaintiff Martin Sohal

Martin Sohal

Plaintiff Rigoberto Valle

Rigoberto Valle

DREW LEWIS, P.C.

Drew Lewis
Counsel for Rigoberto Valle

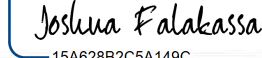
Plaintiff Mario Castillo

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Mario Castillo

FALAKASSA LAW, P.C.


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Joshua Falakassa
Counsel for Mario Castillo

Plaintiff Victoria Martinez


Victoria Martinez (Sep 17, 2024 11:44 PDT)

Victoria Martinez

BOKHOUR LAW GROUP, P.C.


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Mehrdad Bokhour
Counsel for Mario Castillo

HAINES LAW GROUP, APC



Paul K. Haines
Fletcher W. Schmidt
Matthew K. Moen
Susan J. Perez
Counsel for Victoria Martinez

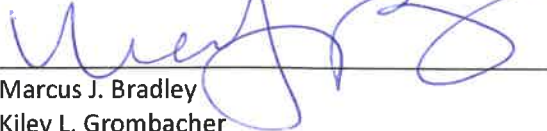
Plaintiff Rebeca Balbuena Andres

Signed by:

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Rebeca Balbuena Andres

BRADLEY/GROMBACHER, LLP



Marcus J. Bradley
Kiley L. Grombacher
Counsel for Rebeca Balbuena Andres and Martin Sohal

Plaintiff Martin Sohal

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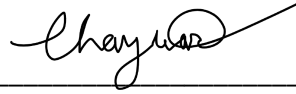
Martin Sohal

For Stanislaus Food Products Company

Handwritten signature of John Schneider in cursive script.

John Schneider, VP of Administration
STANISLAUS FOOD PRODUCTS COMPANY

Littler Mendelson, P.C.

Handwritten signature of Laura Hayward in cursive script.

Laura Hayward
Nathaniel Jenkins
Counsel for Stanislaus Food Products Company