PRIVATE ATTORNEYS' GENERAL ACT SETTLEMENT AGREEMENT

Plaintiff Maria Guadalupe Mendez ("Plaintiff"), individually and in her capacity as a representative of the State of California on behalf of other aggrieved employees, and Defendant Juquilita Market, Inc. ("Defendant"), hereby enter into this Private Attorneys' General Act Settlement Agreement ("Settlement") as follows:

I. DEFINITIONS

As used in this Settlement, the following terms shall have the following meanings:

1. "**Action**" shall mean the civil action filed on December 11, 2024, in Superior Court of the State of California, County of Monterey, entitled *Maria Mendez v. Juquilita Market, Inc.*, Case No. 24CV005255.

2. "**Defendant**" shall mean Juquilita Market, Inc.

3. "**Defense Counsel**" shall mean Sharilyn Payne of Noland, Hamerly, Etienne & Hoss.

4. "**Effective Date**" refers to the date upon which both of the following have occurred: (i) approval of the Settlement is granted by the Superior Court of California for the County of Monterey, or other court assuming jurisdiction of this matter, and (ii) the Court's Judgment approving the Settlement becomes Final. The Court's Judgment approving the Settlement becomes Final on the later of: (1) the day after the last day by which a notice of appeal of the Approval Order and/or of an order rejecting any motion to intervene may be timely filed, and none is filed; (2) if such an appeal is filed, and the Approval Order is affirmed, the day after the last date for filing a request for further review of the decision passes and no further review is requested; (3) if an appeal is filed and further review of the decision affirming the Approval Order is requested, the day after the request for review is denied with prejudice and/or no further review of the decision can be requested, or (4) if review is accepted, the day after the United States or California Supreme Court affirms the Settlement.

5. **"Gross Settlement Amount"** refers to Ten Thousand Dollars and No Cents ($10,000.00), which is the maximum amount that Defendant will pay pursuant to this Settlement, excluding Defendant's share of payroll taxes, subject to the escalator provision in this Settlement.

6. "**LWDA**" refers to the California Labor & Workforce Development Agency.

7. "**PAGA**" refers to the Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*

8. "**PAGA Notice**" shall mean the October 26, 2023 letter sent to Defendant and the LWDA by Plaintiff, on behalf of herself and other aggrieved employees, in compliance with California Labor Code section 2699.3.

9. "**PAGA Period**" shall mean October 26, 2022, and ending on June 26, 2024 (subject to the escalator provision set forth in Paragraph 29).

10. "**PAGA Settlement Members**" shall mean all individuals who are or previously were employed by Defendant in California as hourly, non-exempt employees, at any time during the PAGA Period.

11. "**PAGA Fund**" shall mean the Gross Settlement Payment less Plaintiff's Counsel Fees and Costs, and the Settlement Administration Costs.

12. "**Plaintiff**" refers to Maria Guadalupe Mendez, individually and in her capacity as representative of the State of California on behalf of other aggrieved employees.

13. "**Plaintiff's Counsel**" refers to B. James Fitzpatrick and Laura L. Franklin of Fitzpatrick & Swanston.

14. "**Parties**" collectively refers to Plaintiff and Defendant.

15. "**Released Claims**" shall mean all claims for civil penalties pursuant to PAGA that were alleged, or could reasonably have been alleged, based on the facts stated in Plaintiff's Complaint filed * and/or in Plaintiff's PAGA Notice submitted to the LWDA, including such penalty claims premised on alleged violations of Labor Code §§ 201, 202, 204, 226, 226.7, 510, 1174, 1194, 1197, 1199, 2699, 2802, and 2698.

16. "**Released Parties**" shall mean Defendant and its past, present and/or future, direct and/or indirect, officers, directors, owners, vendors, employees, representatives, administrators, attorneys, agents, related entities, parent companies, management companies, subsidiaries and affiliated corporations, and their entities, consultants, shareholders, joint ventures, insurers, re-insurers, predecessors, successors, and assigns, whether in their individual or official capacities.

17. "**Service Award**" means the amount that the Court authorized to be paid to Plaintiff, in

addition to Plaintiff's Individual Settlement Payment as an Aggrieved Employee, in recognition of Plaintiff's efforts and risks in assisting with the prosecution of the Action. Subject to the Court granting approval of the Settlement, the Parties agree that Plaintiff shall be paid One Thousand Dollars and No/100 Cents ($1,000.00).

18. "**Settlement Administrator**" refers to a qualified, third-party settlement administrator agreed to by the Parties to administer the terms of the Settlement.

II. RECITALS

19. On October 26, 2023, Plaintiff sent the PAGA Notice to Defendant and the LWDA, setting forth allegations against Defendant pursuant to PAGA.

20. Plaintiff and Defendant agreed to go to mediation concerning Plaintiff's claims prior to Plaintiff filing a complaint with the Monterey County Superior Court.

21. On June 10, 2024, the Parties participated in a mediation with Christopher Panetta, Esq. regarding claims presented by Plaintiff. Following continued negotiation after the mediation, on June 26, 2024, the Parties agreed to a resolution of Plaintiff's claims, the essential terms of which were memorialized in a Memorandum of Understanding executed by the Parties in September 2024.

22. The Parties have thoroughly investigated the facts relating to the claims alleged in the operative complaint and have made a thorough study of the legal principles applicable to the claims asserted. Based on their independent investigation and evaluation of this case, the Parties have concluded that the settlement is fair, reasonable, and adequate in light of all known facts and circumstances, including the defenses asserted by Defendant, potential adverse findings regarding liability, and potential appellate issues.

23. The Parties enter into this Settlement Agreement on a conditional basis. In the event the Court does not enter an order granting approval of this Settlement, this Settlement Agreement will be deemed null and void *ab initio* and will be of no force or effect whatsoever and will not be referred to or utilized for any purpose whatsoever.

24. Defendant denies, and continues to deny, each and every claim and contention alleged in the Action and has always maintained that it never engaged in any unlawful acts regarding any of the matters alleged in the Action. Defendant does not waive, but rather expressly reserves, all

rights to challenge all such claims and allegations upon all legal, procedural and factual grounds should this Settlement Agreement not become final. This Settlement Agreement reflects a compromise reached to end litigation.

25. The Parties stipulate and agree to the following terms of this Settlement Agreement with the intent that this Agreement finally disposes of the Action with prejudice.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth, the Parties agree as follows:

III. NON-ADMISSION OF LIABILITY

26. Based on the factual and legal issues involved, the expense and time necessary to prosecute the Action through trial, the risks, uncertainty and costs of further prosecution, and the relative benefits to the PAGA Settlement Members of an expeditious resolution to the Action, the Parties have concluded that the terms set forth in this Settlement are fair, reasonable, adequate and in the best interests of the PAGA Settlement Members.

27. Defendant denies any liability for any of the claims in the Action, as well as any other potential or unknown claims based on wage and hour violations under state or federal law. Neither this Settlement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement, is, may be construed as, or may be used as, an admission, concession, or indication by or against Defendant of any unlawful conduct, fault, wrongdoing or liability whatsoever. Defendant specifically denies that it has engaged in any unlawful or wrongful conduct against Plaintiff or the PAGA Settlement Members.

IV. TERMS OF THE PAGA SETTLEMENT

A. The Gross Settlement Payment

28. Defendant shall pay a settlement payment in a total amount of Ten Thousand Dollars and No Cents ($10,000.00) (the "Gross Settlement Payment"). This is the maximum required payment under this Settlement Agreement. The Gross PAGA Settlement Amount is non-reversionary, and includes all: (1) Attorneys' Fees, (2) Attorneys' Costs, (3) Settlement Administration costs, (4) Service Award to Plaintiff; and (5) payment of PAGA Penalties to be paid to the LWDA and PAGA Members ("PAGA Penalties"). The Gross Settlement Amount shall be paid in two

installments as listed in Paragraph 39.

B. Escalation Clause

29. The Gross Settlement Payment was calculated with, and is premised on, Defendant's representation that there are approximately 401 pay periods ("PAGA Pay Periods") during the PAGA Period. If the total number of pay periods exceeds more than 110% of 401, Defendant shall increase the total Gross Settlement Amount by 1% for every 1% increase in pay periods over the 10% threshold.

C. Plaintiff's Counsel Payment of Attorneys' Fees and Costs

30. Plaintiff's Counsel will apply to the Court for an award of attorneys' fees not to exceed Three Thousand Three Hundred Dollars and No Cents ($3,300.00) of the Gross PAGA Settlement Amount and Plaintiff's Counsel will also seek reimbursement of reasonable costs of up to Two Thousand Five Hundred Dollars and No Cents ($2,500.00) (attorneys' fees and reasonable litigation costs are referred to as "Plaintiff's Counsel Payment").

31. Defendant will not oppose or object to Plaintiff's Counsel's application for attorneys' fees, plus all reasonable litigation costs and expenses.

32. Plaintiff's Counsel's fees and costs payments shall be paid from the Gross Settlement Payment. Any reductions by the Court of Plaintiff's Counsel's request for attorneys' fees or costs shall revert to the PAGA Fund.

D. Settlement Administration Fees and Costs

33. Settlement administration shall be done by a qualified, third-party settlement administrator agreed to by the Parties and approved by the Court ("Settlement Administrator"). The Parties agree that the Settlement Administrative Costs shall be paid from the Gross Settlement Payment. This includes all fees and costs for postage, envelopes, and computer searches to locate addresses; and expenses of the Settlement Administrator to implement and complete the settlement process according to the terms of this Settlement, to calculate payments to individual PAGA Settlement Members, any cost associated with the escheatment process for any uncashed or undeliverable settlement checks, to prepare any necessary tax documents for PAGA Settlement Members, and any other related fees and costs (the "Settlement Administrative Costs").

34. The settlement administration fees and costs shall be paid from the Gross Settlement Payment. Any reductions by the Court or any unused amount shall revert to the PAGA Fund.

35. The Parties agree that the settlement administration costs shall not exceed One Thousand Five Hundred Dollars and No Cents ($1,500.00).

E. Plaintiff's Service Award

36. Defendants agree not to oppose Plaintiff's request for a Service Award of One Thousand Dollars and No Cents ($1,000.00). The Service Award is in addition to the amount Plaintiff is entitled to recover from the PAGA Fund as a PAGA Member. Any portion of the Service Award not approved by the Court shall become part of the PAGA Fund. Further, any Service Award approved by the Court will result in the issuance of an IRS Form 1099 to Plaintiff, who shall assume full responsibility and liability for the payment of taxes due on such award.

F. PAGA Fund

37. After deducting the (1) Attorneys' Fees, (2) Attorneys' Costs, (3) Settlement Administration costs, and (4) Service Award to Plaintiff, the remainder of the Gross Settlement Payment shall be allocated toward payment to the Labor & Workforce Development Agency and PAGA Settlement Members (the "PAGA Fund").

38. Seventy-five percent (75%) of the PAGA Fund will be sent to the LWDA and twenty-five percent (25%) of the PAGA Fund will be allocated among the PAGA Settlement Members, based on the number of pay periods worked during the PAGA Period.

V. COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT FUND

A. Deposit of Gross Settlement Payment

39. The Settlement Administrator shall establish a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering the Settlement. The Settlement Administrator shall furnish the Qualified Settlement Fund with its own Employer ID Number and calculate all settlement checks and withholdings (if any) required under law based on information that will be confidentially furnished by Defendant. There are no payroll deductions to be calculated under this Settlement, since no part of the Settlement will be classified as wages.

40. Defendants shall pay the Gross Settlement Amount into the Qualified Settlement Fund in

installment payments as follows:

(a) The first installment of $5,000.00 shall be deposited into the Qualified Settlement Fund within one week (seven days) of the Court approving this Settlement, which shall be the later of the following: (a) if no timely objections are filed or if all objections are withdrawn, the date on which the Superior Court or any Party hereto serves notice of entry of the Superior Court's order and judgment approving the settlement; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the settlement.

(b) The second and final installment in the amount of $5,000.00 shall be deposited into the Qualified Settlement Fund no later than six months after the Court approves this Settlement, which shall be the later of the following: (a) if no timely objections are filed or if all objections are withdrawn, the date on which the Superior Court or any Party hereto serves notice of entry of the Superior Court's order and judgment approving the settlement; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the settlement.

B. Formula for Calculating Share of PAGA Fund

41. The portion of the PAGA Fund that is paid to each PAGA Settlement Member shall be determined based on the following formula:

(a) The payment to PAGA Settlement Members will be based on the number of pay periods worked by each PAGA Settlement Member during the PAGA Period.

(b) The amount to be paid per pay period worked by a PAGA Settlement Member will be calculated by dividing the value of the portion of the PAGA Fund that will be paid to PAGA Settlement Members by the total number of pay periods worked by all PAGA Settlement Members during the PAGA Period.

(c) Defendant's records shall be determinative for purposes of calculating the number of pay periods worked and any payments to PAGA Settlement Members.

C. Distribution of PAGA Fund

42. Defendant shall provide the Settlement Administrator with a list of the names and addresses of the PAGA Settlement Members, to be furnished within fifteen (15) days after the Court issues an Order approving the Settlement. The contact information is being provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of contact information of the PAGA Settlement Members. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Settlement.

43. Within seven (7) days after the Gross Settlement Payment is fully funded, the Settlement Administrator shall pay the following:

(a) Payment to LWDA an amount equivalent to seventy-five percent (75%) of the PAGA Fund, or as otherwise directed by the Court.

(b) Payment to the PAGA Settlement Members equivalent to their individual portion of the PAGA Fund (the "Individual Payment"), or as otherwise directed by the Court.

(c) Payment to Plaintiff's Counsel of the court-approved fees and litigation costs.

(d) Payment to the Settlement Administrator equivalent to the Settlement Administrative Costs, or otherwise directed by the Court.

44. The Settlement Administrator will send the Individual Payment to the PAGA Settlement Members by postmarked First Class U.S. Mail, along with a letter explaining the settlement.

45. To provide the best notice and delivery of Individual Payments practicable, any Individual Payment returned to the Settlement Administrator as non-delivered shall be sent by post-marked First Class U.S. Mail to the forwarding address affixed thereto, if any. If no

forwarding address is provided for an Individual Payment that is returned as non-deliverable, the Settlement Administrator shall use the best available technology accessible (e.g. skip tracing, address verification, etc.) to the Settlement Administrator or other mutually agreeable method to locate PAGA Settlement Members and will then mail the Individual Payment to the address identified by the best available technology accessible to the Settlement Administrator or other mutually agreeable method. If no current address is located, the Individual Payment for that individual will be deemed undeliverable. If any PAGA Settlement Members cannot be located within two attempts at mailings by the Settlement Administrator, the Individual Payment for that individual will be deemed undeliverable.

46. The Settlement Administrator shall maintain a list of the postmark date for the original mailing of the Individual Payment to the PAGA Settlement Members, the postmark date of any subsequent mailing to any PAGA Settlement Members, and a list of PAGA Settlement Members who did not receive the Individual Payment due to the inability to locate a valid address using the procedures described herein or who otherwise could not be located within two attempts at mailing.

47. All settlement checks will remain valid and negotiable for 180 days from the date of their mailing by the Settlement Administrator. Any Individual Payment not cashed within 180 days from the date of their mailing by the Settlement Administrator shall be paid to the following *cy pres* recipient selected by the Parties: Watsonville Law Center.

48. No later than January 31 of the year following payment of their individual portion of the PAGA Fund, the Settlement Administrator will prepare and issue IRS Form 1099 to PAGA Settlement Members who received a payment.

VI. CLAIMS RELEASED BY PAGA SETTLEMENT MEMBERS

A. Claims Released by the LWDA and All PAGA Settlement Members

49. Upon the date of entry of an order by the Court in this Action approving this Settlement, and payment of all funds due under this Settlement, the LWDA and PAGA Settlement Members, including Plaintiff, fully release and forever discharge the Released Parties from any and all Released Claims. As a result of this release, the PAGA Settlement Members will be unable to bring a claim under, or recover in any other claim brought under, the California Private

Attorneys General Act, California Labor Code § 2698 *et seq.*, for any violations of the Released Claims that took place during the PAGA Period.

B. Tax Treatment and Tax Indemnification

50. PAGA Settlement Members will assume any tax obligations or consequences which may arise from this Settlement. PAGA Settlement Members release any and all claims that they have or may have against Defendant for any claims, demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries related to any payments made under this Settlement. If any state or federal taxing authority contacts, investigates, or pursues any action against any PAGA Settlement Members for their individual share of taxes related to any payments made under this Settlement or any compensation provided at any time by Defendant or any of the Released Parties, each PAGA Settlement Member shall be responsible for their own defense of and payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the PAGA Settlement Member's share of any state or federal tax obligation. If a PAGA Settlement Member has questions about any liability to any state or federal taxing authority, they shall contact the Settlement Administrator. The PAGA Settlement Members shall not contact Defendant, any of the Released Parties, or Defense Counsel.

VII. MISCELLANEOUS PROVISIONS

A. Mutual Full Cooperation

51. Plaintiff and Defendant, Plaintiff's Counsel, and Defense Counsel agree to fully cooperate with each other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms herein. The Parties agree to use their best efforts and any other efforts that may become necessary by Order of the Court, or otherwise, to effectuate this Settlement.

B. Parties' Authority

52. The signatories hereto represent that they are fully authorized to enter into this Settlement.

C. Binding Nature of the Settlement

53. This Settlement shall be binding upon, and inure to the benefit of, the successors or assigns of the Released Parties. Plaintiff represents, covenants, and warrants that she has not directly or indirectly, assigned, transferred, encumbered, any claim, demand, action, cause of action or rights released in the Released Claims in this Settlement. This Settlement also shall be binding upon Plaintiff and the PAGA Settlement Members.

54. This Settlement may be amended or modified only by a written instrument. No rights under this Settlement may be waived except in writing.

55. This Settlement constitutes the entire agreement between Plaintiff and Defendant relating to the settlement of the PAGA cause of action alleged in this Action. All prior or contemporaneous agreements, understandings and statements, whether oral or written, whether express or implied, and whether by a party or its counsel, concerning this Settlement are merged herein. No oral or written representations, warranties or inducements have been made to any party concerning this Settlement other than the representations, warranties and covenants contained and memorialized in such documents.

56. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any of its provisions. Each term of this Settlement is intended to be contractual and not merely a recital.

D. Joint Drafting of Settlement Documents

57. Plaintiff's Counsel and Defense Counsel have arrived at this Settlement as a result of a series of arm's-length negotiations, taking into account all relevant factors, present and potential.

58. This Settlement has been drafted jointly by Plaintiff's Counsel and Defense Counsel and, therefore, in any construction or interpretation of this Settlement, the same shall not be construed against any of the Parties.

E. Execution of the Settlement

59. This Settlement may be executed in one or more counterparts and by electronic signatures. All executed copies of this Settlement and photocopies thereof shall have the same

force and effect and shall be as legally binding and enforceable as the original.

F. Continuing Jurisdiction of the Court

60. Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the Court shall retain jurisdiction over the Parties, and over this Settlement, in order to: (i) monitor and enforce compliance of Settlement, and/or (ii) resolve any disputes over this Settlement or the administration of the benefits of this Settlement.

G. Representations by Plaintiff

61. Plaintiff acknowledges the following: (a) Plaintiff has carefully read and fully understands all of the provisions of this Settlement; (b) Plaintiff knowingly and voluntarily agrees to all of the terms set forth in this Settlement and has not been coerced, threatened, or intimidated into executing this Settlement; (c) Plaintiff was advised, and hereby is advised in writing, to consider the terms of this Settlement and consult with her attorneys before signing this Settlement; and (d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Plaintiff acknowledges that all parties shall bear their own fees and costs through the conclusion of this action.

H. Representations by Defendant

62. Defendant acknowledges the following: (a) Defendant has carefully read and fully understands all of the provisions of this Settlement; (b) Defendant knowingly and voluntarily agrees to all of the terms set forth in this Settlement and has not been coerced, threatened, or intimidated into executing this Settlement; (c) Defendant was advised, and hereby is advised in writing, to consider the terms of this Settlement and consult with its attorneys before signing this Settlement; and (d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Defendant acknowledges that all parties shall bear their own fees and costs through the conclusion of this action.

Dated: 01/03/2025

Signed by:
9FC33B090B97438...
Plaintiff Maria Guadalupe Mendez

Dated: 01-10-25

Defendant Juquilita Market, Inc.
By: Noemi Cabrera Jarquin
Chief Executive Officer

Dated: January 3, 2025

FITZPATRICK & SWANSTON

By: ______________________________
B. James Fitzpatrick
Attorneys for Plaintiff,
Maria Guadalupe Mendez

Dated: 01/10/2025

NOLAND, HAMERLY, ETIENNE & HOSS

By: ______________________________
Sharilyn Payne
Attorneys for Defendant,
Juquilita Market, Inc.