

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Fabien Estrada (“Plaintiff Estrada”) and defendants Silver Bay Seafoods, LLC and Silver Bay Seafoods – California, LLC (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

This Agreement is made in settlement of the following class action and representative claims: (a) Juan Flores’ written notice to the Labor and Workforce Development Agency (“LWDA”) against Defendants dated January 6, 2023, LWDA-CM-928062-23 (“Flores’ LWDA Notice”), (b) Plaintiff Fabien Estrada’s written notice to the LWDA against Defendants and 5 Star Jobs and 5 Star Job Source (hereinafter collectively “5 Star”), dated October 25, 2023, LWDA-CM 990050-23 (“Estrada’s LWDA Notice”) (Flores’ and Estrada’s LWDA Notices are referred to collectively as the “LWDA Notices”), (c) the class action and representative complaint filed by Flores on May 3, 2023, and amended on July 5, 2023, against Defendants with the Superior Court of California, County of Monterey, Case Number 23CV001402 (the “Flores Class Action Complaint”) (d) the class action and representative complaint filed by Plaintiff Estrada on January 2, 2024 against Defendants and 5 Star, with the Superior Court, County of Monterey, Case Number 24CV000049 (the “Estrada Class Action Complaint”) (the Estrada Class Action Complaint and Flores Class Action Complaint are referred to collectively as the “Complaints”), The LWDA Notices and the Complaints are collectively hereinafter referred to as the “Action.”

1. DEFINITIONS.

- 1.1. “Action” means the LWDA Notices and the Complaints as defined above and any amended or governing complaint/pleadings in the Action.
- 1.2. “Administrator” means Apex Class Action, LLC (“Apex”), 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 for approval in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employees” means all persons currently or formerly employed by Defendants directly or through the staffing agency 5 Star as a non-exempt or hourly paid employee in the state of California during the PAGA Period.
- 1.5. “Class” all persons currently or formerly employed by Defendants directly or through the staffing agency 5 Star as a non-exempt or hourly paid employee in the state of California during the Class Period.
- 1.6. “Class Counsel” means Otkupman Law Firm, A Law Corporation.

- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action, subject to Court for approval.
- 1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s full 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 each person eligible to participate in this Settlement, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee), who is a member of the Class above.
- 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, substantially similar to the form attached hereto as Exhibit A. The Class Notice shall constitute notice to the Class pursuant to California Rule of Court, rule 3.769(f) and, once approved by the Court, shall be deemed compliant with California Rule of Court, rule 3.766.
- 1.12. “Class Period” means the period from May 3, 2019 through October 29, 2024.
- 1.13. “Class Representative” means Plaintiff Fabien Estrada.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action, subject to Court approval.
- 1.15. “Court” means the Superior Court of California, County of Monterey.
- 1.16. “Defendants” means named Defendants Silver Bay Seafoods, LLC., Silver Bay Seafoods - California.
- 1.17. “Defense Counsel” means Christine Baran of Fisher Phillips, LLP.
- 1.18. “Effective Date” means the date when all of the following events have occurred: (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defense Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been mailed to the Class Members, providing them with an opportunity to object to the terms of the Class Settlement or opt out of the

Class Settlement; (4) the Court has had a Final Approval Hearing and entered a Final Approval Order and Judgment; (5) sixty-five (65) calendar days have passed since the Court entered a Final Approval Order and Judgment; and (6) in the event there are written objections to the Class Settlement filed prior to the Final Approval Hearing which are not later withdrawn or denied, the later of the following events: (a) five (5) business days after the period for filing any appeal, writ, or other appellate proceeding opposing the Court's Final Approval Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed, or, (b) if any appeal, writ, or other appellate proceeding opposing the Court's Final Approval Order and Judgment has been filed, five (5) business days after any appeal, writ, or other appellate proceedings opposing the Court's Final Approval Order and Judgment has finally and conclusively been dismissed with no right to pursue further remedies or relief.

- 1.19. "Final Approval" means the Court's order granting final approval of the Settlement in the Action following the Final Approval Hearing.
- 1.20. "Final Approval Hearing(s)" means the Court's hearing(s) where it considers and determines whether the Settlement should be granted based on the Motion for Final Approval of the Settlement in the Action.
- 1.21. "Final Judgment(s)" or "Judgment" means the Judgment(s) Entered by the Court upon Granting Final Approval of the Settlement in the Action and exhaustion of any appeal rights.
- 1.22. "Gross Settlement Amount" means the maximum settlement amount Defendants shall pay in any event in exchange for the settlement and release of claims alleged in the Actions, which is Two Hundred Eighty-Five Thousand and No Cents (\$285,000.00). The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.
- 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 in exchange for the Released Class Claims.
- 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 Pay Periods worked during the PAGA Period (PAGA Pay Periods) in exchange for the Released PAGA Claims.
- 1.25. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.26. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

- 1.27. “Net Settlement Amount” means the total amount of money available for payout to Participating Class Members, which is the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. In other words the Net Settlement Amount is the portion of the Gross Settlement Amount that will be distributed to Participating Class Members.
- 1.28. “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.
- 1.29. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.30. “PAGA Period” means the period from February 27, 2022 through October 29, 2024.
- 1.31. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.32. “PAGA Notice” means Plaintiff Estrada’s LWDA letter dated October 25, 2023, and Plaintiff Flores’ letter to LWDA dated January 6, 2023 providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims and in exchange for the Released PAGA Claims.
- 1.34. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.35. “Plaintiff” means Fabien Estrada and Juan Flores, the named plaintiffs in the Action.
- 1.36. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement in the Action.
- 1.37. "Preliminary Approval Order(s)" means the order(s) granting preliminary approval of the proposed Settlement entered by the Court in the Action.
- 1.38. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

- 1.40. “Released Parties” means: Defendants and their past, present and future predecessors, successors, parent corporation, affiliates (including but not limited to California Seafoods, LLC), staffing agencies 5 Star Jobs and 5 Star Job Source, subsidiaries, divisions, directors, officers, shareholders, owners, members, managing agents, employees, attorneys, insurers, reinsurers, assigns, and business partners, and each of the their current and former directors, officers, shareholders, owners, members, managing agents, employees, attorneys, insurers, reinsurers, assigns, and business partners thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs, both individually and in their business capacities.
- 1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement containing (1) the case name and number of the Action; (2) the name, address, and telephone number of the Class Member; (3) a statement that the Class Member wishes to be excluded from the Settlement; (4) the signature by the Class Member; and (5) postmarked by the Response Deadline and mailed or delivered to the Settlement Administrator at the address specified in the Class Notice. The Class Member may utilize the Request for Exclusion Form, substantially similar to the form attached hereto as **Exhibit B**, subject to Court approval.
- 1.42. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, 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.
- 1.43. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.44. “Workweek” means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

2. **RECITALS.**

- 2.1. On January 6, 2023 Juan Flores gave written notice to the Labor and Workforce Development Agency (“LWDA”) alleging various Labor Code Violations against Defendants, LWDA-CM-928062-23 (“Flores’ LWDA Notice”). On October 25, 2023, Estrada gave written notice to the LWDA alleging various wage and hour allegations against Defendants, LWDA-CM 990050-23 (“Estrada’s LWDA Notice”) (Flores’ and Estrada’s LWDA Notices are referred to collectively as the “LWDA Notices”). On May 3, 2023, Flores filed a class action and representative complaint against Defendants and amended on July 5, 2023, alleging PAGA allegations as well as Class Allegations. On January 2, 2024, Estrada filed a Class

and Representative Complaint against Defendants alleging Class and PAGA violations. The Case numbers for the two cases are: 23CV001402 (the “Flores Class Action Complaint”) and 24CV000049 (the “Estrada Class Action Complaint”).

- 2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff Estrada gave written notice to Defendants and the LWDA by sending the Estrada LWDA Notice.
- 2.3. On August 29, 2024, the Parties participated in an all-day mediation presided over by mediator Todd Smith which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, statistical data, including records of Defendants’ employees, which consisted of wage statements, clock-in and clock-out times, times taken for meal breaks, wages earned during the relevant pay periods, written policies and procedures on meal breaks, rest breaks, overtime compensation, and reimbursement for business expenses, the number of workweeks and pay periods in the class, the total number of class members and aggrieved employees, and the average rate of pay for class members each year in question. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.5. The Court has not granted class certification. The Parties engaged in private mediation prior to class certification, and by way of a Motion for Preliminary Approval, will request provisional certification of the Class.
- 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. Defendants promises to pay \$285,000.00 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. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the Effective Date. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative

is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The amount of the Class Representative Service Payment is not a material term of this Agreement and if the Court approves a Class Representative Service Payment less than the amount requested, it shall not result in the Agreement being void or Defendants being responsible for paying the difference. The Administrator will pay the Class Representative Service Payment using IRS Form 1099.

- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33.33%, which is currently estimated to be \$95,000 and a Class Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The amount of the Class Counsel Fees Payment and/or the Class Counsel Litigation Expenses Payment is not a material term of this Agreement and if the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amount requested, it shall not result in the Agreement being void or Defendants being responsible for paying the difference. Released Parties shall have no liability to Class Counsel or any other Plaintiff's 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.
- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$10,000.00 and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$10,000.00, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members and shall pay to itself from the Gross Settlement Amount whatever amount the Court awards. Neither Defendants nor Plaintiffs shall be responsible for paying the difference between the amount requested and the amount awarded.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number

of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

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

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$10,000.00 to be paid from the Gross Settlement Amount, with 75% (\$7,500.00) allocated to the LWDA PAGA Payment and 25% (\$2,500.00) 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 (\$2,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods worked during the PAGA Period. 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 for distribution to Aggrieved Employees. The amount of the PAGA Penalties awarded by the Court is not a material term of this Agreement and if the Court approves an amount for PAGA Penalties less than the amount requested, or requests that the Parties allocate a greater amount of the Gross Settlement Amount toward the PAGA Penalties, it shall not result in the Agreement being void, in the Gross Settlement Amount

increasing and/or Defendants being responsible to pay the difference. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its and 5 Star records as of August 29, 2024, Defendants estimates there are 242 Class Members who worked a total of 8,859 Workweeks during the Class Period and 208 Aggrieved Employees who worked a total of 3634 Pay Periods.
- 4.2. Class Data. Not later than 14 days after the Court grants Preliminary Approval of the Settlement in this Action, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, unless otherwise agreed to by the Parties, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of Gross Settlement Amount. Defendants shall deposit the full amount due no later than 60 days following the Effective Date of this Agreement. The Administrator is to provide Defendants with the calculations for employer's side payroll taxes on the Wage Portion of the Net Settlement Amount 10 days prior to the required funding date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator shall calculate and pay all payments due under the Settlement Agreement, as approved by the Court, including all Individual Class Payments, Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses Payment, Individual PAGA Payments and the LWDA PAGA Payment. The Administrator will forward a check for seventy-five percent (75%) of the PAGA Payment to the LWDA.
 - 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Participating Class Members and/or Aggrieved Employees, as applicable, 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 per section 4.4.3 below. 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. Participating Class Members and Eligible Aggrieved Employees must cash or deposit their settlement checks within one hundred eighty (180) calendar days after the checks are mailed to them. If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next ninety (90) calendar days, it will expire and become non-negotiable, and offering to replace the check if it was lost or misplaced. If any checks remain uncashed or not deposited by the expiration of the 180-day period ("Void Date"), the Settlement Administrator will, within two hundred (200) calendar days after the checks are initially mailed, pay the amount of the uncashed funds to the California State Controller's Unclaimed Property Division in accordance with California Unclaimed Property Law so that the Participating Class Member and Eligible Aggrieved Employee will have his or her settlement payment available to him or her per the applicable claim procedure to request that money from the State of California, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members or Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Upon the Effective Date and Defendants fulfillment of its payment obligations set forth herein, Plaintiff, Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

5.1. Plaintiff's Comprehensive Release of Claims. Plaintiff and his former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Released Parties from any and all charges, complaints, claims, debts, liabilities, promises, agreements, controversies, actions, suits, rights, demands, obligations, guarantees, costs, losses, penalties, expenses, attorneys' fees, damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, or that might have been asserted, whether in tort, contract, equity, or otherwise which Plaintiff, at any time prior to the execution of this Settlement Agreement, had or claimed to have or may have, including but not limited to any and all claims arising out of, relating to, or resulting from his employment, payment of wages during that employment and/or separation of employment with the Released Parties, including any claims arising under any federal, state, or local law, statute, ordinance, rule, or regulation or Executive Order relating to employment, including, but in no way limited to, any claim under Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), 42 U.S.C. § 1981; the Americans with Disabilities Act ("ADA"); the Family and Medical Leave Act ("FMLA"); the Age Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act ("ERISA"); the California Family Rights Act ("CFRA"); the California Fair Employment and Housing Act ("FEHA"); all claims for wages or penalties under the Fair Labor Standards Act ("FLSA"); all claims for wages or penalties under the California Labor Code; Business and Professions Code sections 17200 *et seq.*; all laws relating to violation of public policy, retaliation, or interference with legal rights; any and all other employment or discrimination laws; whistleblower claims; any tort, fraud, or constitutional claims; and any breach of contract claims or claims of promissory estoppel. It is agreed that this is a general release and is to be broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does not include a release of any claims that cannot be released hereunder by law. Plaintiff understands and expressly agrees that this Settlement Agreement extends to claims that they have against Defendants, of whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past, present, or future, arising from or attributable to an incident or event, occurring in whole or in part, on or before the execution of this Settlement Agreement. Any and all rights granted under any state or federal law or regulation limiting the effect of this Settlement Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED.

5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes 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: Plaintiff and Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and forever discharge for the duration of the Class Period, Released Parties from all claims, rights, demands, damages, liabilities, and causes of action, in law or in equity based on the factual allegations and statutes asserted or that could have been asserted in the Class Action Complaints by Flores and Estrada, including claims for (1) failure to pay earned wages; (2) failure to pay minimum wages (including any claims for additional wages owed due to “off-the-clock” work) and sick and vacation pay at the proper rate; (3) failure to pay overtime compensation; (4) failure to provide meal breaks or premium compensation in lieu thereof; (5) failure to provide rest breaks or premium compensation in lieu thereof; (6) failure to provide a safe and healthful place of employment; (7) failure to permit inspection or copying of records; (8) failure to provide accurate wage statements; (9) failure to timely pay final wages during employment and/or at separation; (10) failure to maintain accurate payroll records; (11) failure to reimburse business-related expenses; (12) unfair competition or business practices; (13) associated penalties, whether civil or statutory in nature, interest, attorneys’ fees and costs, or any other associated damages, and all other alleged violations of the Labor Code and Business and Professions Code section 17200, *et seq.*. This release excludes the release of claims not permitted by law.
- 5.3. Release by Aggrieved Employees: Plaintiff and Aggrieved Employees on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and forever discharge for the duration of the PAGA Period, Released Parties from all claims for civil penalties under PAGA based on the factual allegations and statutes asserted or that could have been asserted in the Action including the LWDA Notices, for civil penalties based upon or arising out of Defendants’ alleged 1) failure to pay earned wages; (2) failure to pay minimum wages (including any claims for additional wages owed due to “off-the-clock” work) and sick and vacation pay at the proper rate; (3) failure to pay overtime and/or doubletime compensation; (4) failure to provide meal breaks or premium compensation in lieu thereof; (5) failure to provide rest breaks or premium compensation in lieu thereof; (6) failure to provide a safe and healthful place of employment; (7) failure to permit inspection or copying of records; (8) failure to provide accurate wage statements; (9) failure to timely pay final wages during employment and/or at separation; (10) failure to maintain accurate payroll records; (11) failure to reimburse business-related expenses; and (12) secretly paying less than the statutory or contractual rate of pay, based on alleged violations of the Industrial Welfare Commission Wage Orders, 8 CCR

3202, and/or the California Labor Code including but not limited to sections 200, 201-203, 204, 204b, 210, 218, 221, 223, 226, 226.3, 226.7, 256, 510, 511, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, 2802, 6400, 6401, 6403, 6404, 6407, and 6409.6(a)(1). The Released PAGA Claims also include a release from the state of California (to the extent Plaintiff is permitted to provide such a release for the state of California for the PAGA period).

6. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiff agrees to prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) no later than 60 days after the full execution of this Agreement. Plaintiff shall provide a draft of the Motion for Preliminary Approval paperwork to Defendants prior to filing the paperwork with the Court.

7. **SETTLEMENT ADMINISTRATION.**

- 7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action Administration (Apex) to serve as the Administrator and verified that, as a condition of appointment, Apex 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. Notice to Class Members.

- 7.2.1. No later than 3 business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.
- 7.2.2. 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. 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 used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.2.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to

the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

- 7.2.4. 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 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.2.5. If the Administrator, Defendants' or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.3. Requests for Exclusion (Opt-Outs).

- 7.3.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that contains the following: (1) the case name and number of the Action; (2) the name, address, and telephone number of the Class Member; (3) a statement that the Class Member wishes to be excluded from the Settlement; (4) the signature by the Class Member; and (5) postmarked by the Response Deadline and mailed or delivered to the Settlement Administrator at the address specified in the Class Notice. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.3.2. If the Request for Exclusion does not contain the information listed in 7.3.1(1)-(4), it will not be deemed valid for exclusion from the Settlement, except that a Request for Exclusion not containing a Class Member's telephone number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. 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.

7.3.3. 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 set forth in this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.3.4. 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 Released PAGA Claims in this Agreement and will receive an Individual PAGA Payment.

7.4. Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator'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.

7.5. Objections to Settlement.

7.5.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.5.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. For an objection to be valid, it must: (i) be signed by the objecting Class Member or his or her lawful representative; (ii) include the objecting Class Member's full name, address, telephone number, and last four digits of the Social Security Number; (iii) include the words "Notice of Objection" or "Formal

Objection;” (iv) state the case name and case number of the Action; (v) include any and all supporting papers, briefs, written evidence, and/or other evidence; and (5) be postmarked no later than the Response Deadline. Class Counsel and Defense Counsel will be permitted to respond in writing to any properly submitted objections no later than nine (9) court days before the Final Approval Hearing. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator’s mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed). If a Class Member objects to this Settlement, the Class Member will remain a member of the Class. Moreover, if the Court grants final approval of the Settlement, the Class Member will be bound by the terms of the Settlement and any Final Approval Order and Final Judgment.

7.5.3. If a Class Member submits both an Exclusion Form and written objection to the Administrator prior to the Response Deadline, the Administrator will first attempt to contact this Class Member to determine if they intended to submit only the Exclusion Form or written objection. If the Administrator is unable to contact the Class Member within ten (10) calendar days of receiving both the Exclusion Form and written objection or the Class Member fails to respond to the Administrator within ten (10) calendar days of being contacted, then the forms will be deemed invalid and the Class Member will be included in the Settlement, will receive an Individual Class Payment and be bound by all terms and conditions of the Settlement and Released Class Claims once it becomes Effective.

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

7.6. 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.

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

- 7.6.2. 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).
- 7.6.3. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.6.4. Additional Obligations. The Settlement Administrator shall be responsible for, among other things: (1) preparing, translating, printing, and mailing the Notice Packet to the Class Members; (2) calculating each Class Member’s and Aggrieved Employee’s Individual Class and PAGA Payments; (3) calculating any and all payroll tax deductions as required by law; (4) notifying Defendants of the amount owed in employers’ payroll taxes on the Wage Portion of the Net Settlement Amount; (5) mailing Individual Class Payments to Participating Class Members; (6) performing skip traces and re-mailing Notice Packets to Class Members; (7) mailing the portion of the PAGA Payment to the LWDA; (8) printing and providing Class Members and Plaintiffs with W-2 and 1099 forms as required; (9) providing any funds remaining in the QSF as a result of uncashed checks to the California State Controller’s Unclaimed Property Division; and (10) performing such other tasks as the Parties mutually agree.
- 7.6.5. Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and 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.
- 7.6.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the

Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Defendants' best estimate for the number of workweeks at issue for the Settlement Class for the period of May 3, 2019 to August 29, 2024 is approximately 8,859 workweeks. In the event the number of workweeks, as of the date of October 29, 2024 is more than 10%, i.e. more than 9,745 workweeks worked, then Defendants shall, at their option, either (a) increase the Gross Settlement Amount proportionally by the workweeks in excess of the 10%; or (b) cap the Class Period as of the date the number of workweeks reaches but does exceed 10%. Under option (a) an increase by more than 10% shall mean should the number of workweeks increase by more than 10% through the Class Period, this will increase the Gross Settlement Amount proportionally over the 10% increase. For example, if the number of workweeks increase by 11% through the Class Period, and Defendants elect option (a) set forth above, then the Gross Settlement Amount shall increase by 1%.

9. **REVOCATION/RECISSION OF SETTLEMENT.**

- 9.1. Defendants' Right. Defendants shall retain the right, in the exercise of its sole discretion, to unilaterally withdraw from and terminate the Settlement no later than five (5) court days prior to the date of the Final Approval Hearing if Class Members representing more than an aggregate total of 10% of the verified workweeks opt out of the Settlement. In such an event, Defendants shall be solely responsible for Administration costs to that date. In the event of Defendants' withdrawal, no party may use the fact that the Parties agreed to the Settlement for any reason.
- 9.2. In the event: (i) the Court does not ultimately enter the Preliminary Approval Order without requiring material changes to the Basic Settlement Terms (Basic Settlement Terms include the amount of the Gross Fund Value; the time period of the Released Class or PAGA Claims; the covered Class and PAGA Period; revisions to the Escalator Clause; and revisions to Defendants Option to Revoke Settlement as set forth herein or (ii) the Court does not finally approve the Settlement as provided herein without requiring material changes to the Basic Settlement Terms; or (iii) the Settlement does not become final for any other reason (*e.g.*, an objection by the LWDA), this Settlement Agreement shall be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement shall be treated as void from the beginning, and the Recitals and Terms of the Agreement contained herein shall be of no force or effect and shall not be treated as an admission by the Parties or their counsel. In such a case, the Parties shall be returned to their respective statuses prior to the

reaching of this Settlement, settlement funds placed in trust with the Settlement Administrator shall be returned to Defendants, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed. An award by the Court of a lesser amount than sought by Plaintiff and Class Counsel for Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and/or Administration Expenses Payment will not constitute a material change to the Basic Settlement Terms within the meaning of this paragraph. Prior to the actual rescission or revocation of the Agreement, the Parties will expeditiously work together in good faith to determine whether any revisions can be reasonably made to the Settlement Agreement to address the Court's concerns.

10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement.
 - 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 10.2. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
 - 10.3. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
 - 10.4. 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 Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.
12. **NOTICE OF SETTLEMENT TO LWDA.** Plaintiff and Class Counsel shall provide notice to the LWDA of the proposed settlement as required by California Labor Code section 2699, subdivision (l)(2), as well as any other information required by law to be provided to the LWDA to effectuate the terms of this Agreement.

13. **ADDITIONAL PROVISIONS.**

- 13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. Defendants generally and specifically deny any and all liability or wrongdoing with any of the claims alleged in the Action or that it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees and staffed employees. Defendants further makes no concession or admission of liability of any sort, makes no concession or admission that any Class Member is or was employed by Defendants, and contend that for any purpose other than settlement, the Action is not appropriate for class or representative treatment. Defendants assert several defenses to the claims and have denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. The monies being paid as part of the settlement are genuinely disputed, and the Parties agree the provisions of Labor Code section 206.5 are not applicable to this Settlement. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendants or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. Nor should the Agreement be construed as an admission that Plaintiff can serve as an adequate Class Representative. There has been no final determination by any court as to the merits of the claims asserted or as to whether a class or classes should be certified, other than for settlement purposes only. Except as necessary in a proceeding to enforce the terms of this Settlement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of,

or a non-compliance with, federal, state, local or other applicable law. Nor shall anything in this Agreement be construed or deemed an admission that the Action was properly brought as a class action pursuant to California Code of Civil Procedure section 382 and under California Business and Professions Code section 17200 and/or that the Action was properly brought as Private Attorney General Actions under PAGA. Finally, nothing in this Agreement or in the Preliminary Approval or Order Granting Final Approval shall be deemed a waiver of Defendants' right to enforce the arbitration agreements of Class Members or Aggrieved Employees in the future.

- 13.2. Confidentiality Prior to Preliminary Approval. Plaintiff and Class 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. Plaintiff and Class Counsel agrees to immediately notify Defendants and Defendants' Counsel of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff and Class Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with 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.
- 13.3. 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.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement 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.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, 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.

- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7. 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.
- 13.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. 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.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. 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.
- 13.12. 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.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use 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 Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

- 13.15. 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.
- 13.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.17. 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.
- 13.18. 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.

Dated: 12 / 19 / 2024


Plaintiff Fabien Estrada

Dated: 12/20/2024

Defendant Silver Bay Seafoods –
California, LLC
By: 
Cora Campbell, President & CEO
For its Manager, Silver Bay Seafoods,
LLC

Dated: 12/20/2024

Defendant Silver Bay Seafoods, LLC
By: 
Cora Campbell, President & CEO

APPROVED AS TO FORM:

OTKUPMAN LAW FIRM, A LAW
CORPORATION



Roman Otkupman
Nidah Farishta
Eric Trabucco
Counsel For Plaintiff

12 / 19 / 2024
Dated: _____

FISHER PHILLIPS, LLP



Christine Baran
Counsel For Defendants

Dated: 12/19/2024

Title	Silver Bay Estrada Class and PAGA Settlement...
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 SIGNED	12 / 19 / 2024 09:11:41 UTC-8	Signed by Fabian Estrada (fabian80estrada@gmail.com) IP: 172.59.160.40
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Cora Campbell

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

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Envelope Updated

Security Checked

12/20/2024 3:36:18 PM

Certified Delivered

Security Checked

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Signing Complete

Security Checked

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Completed

Security Checked

12/20/2024 3:37:45 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Silver Bay Seafoods (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Silver Bay Seafoods:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: larsen.mettler@silverbayseafoods.com

To advise Silver Bay Seafoods of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at larsen.mettler@silverbayseafoods.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Silver Bay Seafoods

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to larsen.mettler@silverbayseafoods.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Silver Bay Seafoods

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to larsen.mettler@silverbayseafoods.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Silver Bay Seafoods as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Silver Bay Seafoods during the course of your relationship with Silver Bay Seafoods.