

**ADDENDUM TO THE CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND CLASS NOTICE**

This Addendum to the Class Action and PAGA Settlement Agreement and Class Notice (“Addendum”) is made and entered into between Plaintiff Fatima Flores (“Plaintiff”), individually and on behalf of all members of the Settlement Class and Defendant AI Foods Corporation (“Defendant” or “AI Foods”) (collectively the “Parties”) pursuant to Paragraph 12.10 of the Class Action and PAGA Settlement Agreement and Class Notice.

This Addendum incorporates by reference all terms and conditions of the Class Action and PAGA Settlement Agreement and Class Notice executed by the Parties on or about December 6, 2023. But for those specific terms and conditions that this Addendum modifies, all Settlement terms and conditions will remain effective and enforceable. Any inconsistencies or differences between this Addendum and the Class Action and PAGA Settlement Agreement and Class Notice will be interpreted and construed in favor of this Addendum.

Paragraph 5.2 is hereby superseded and replaced by the following language:

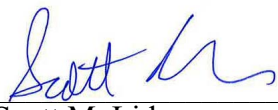
Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge Released Parties from all claims, demands, rights, liabilities and causes of action that have been pled in the Operative Complaint as well as all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint defined above with respect to the following claims: (a) failure to pay all minimum wages owed; (b) failure to pay all overtime wages owed, (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (e) failure to issue accurate, itemized wage statements; (f) failure to timely pay all wages due upon separation of employment; and (g) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above. Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

The attached **Exhibit A** (the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval) hereby supersedes and replaces the Class Notice attached as Exhibit A to the Settlement Agreement.

IT IS SO STIPULATED AND AGREED UPON BY THE PARTIES:

Dated: February 7, 2024

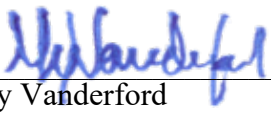
LIDMAN LAW, APC

By: 

Scott M. Lidman
Attorneys for Plaintiff

Dated: _January 22, 2024

VANDERFORD & RUIZ, LLP

By: 

Ty Vanderford
Attorneys for Defendant