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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

KRISHELL K. MARTINEZ, individually, and on behalf of all others similarly situated, *Plaintiff,* v. EMERSON ECOLOGICS, LLC, a Delaware limited liability company; and DOES 1 through 10, inclusive, *Defendants.*	Case No. CVRI2505959 **JOINT STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT** Complaint: October 21, 2025 Trial date: Not set

CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT

This Joint Stipulation of Class and Representative Action Settlement Agreement ("Agreement") is made by and between Plaintiff Krishell K. Martinez and Defendant Emerson Ecologics, LLC (collectively, "the Parties").

1. DEFINITIONS.

1.1. "Action" means *Krishell K. Martinez v. Emerson Ecologics, LLC*, Superior Court of the State of California, County of Riverside, Case No. CVRI2505959, formerly pending in the United States District Court, Central District of California, as Case No. 5:25-cv-03425-MWC-PVCx.

1.2. "Administrator" means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement following a competitive bidding process, or such other settlement administrator as may be approved by the Court.

1.3. "Administration Expenses Payment" means the court-approved amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. "Class" means all persons employed by Defendant as hourly-paid or non-exempt employees in the State of California during the Class Period, which for the avoidance of doubt may also include Aggrieved Employees as defined herein.

1.5. "Class Counsel" means Moon Law Group, PC.

1.6. "Class Counsel Fees Payment" means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action, not to exceed one-third of the Gross Settlement Amount.

1.7. "Class Counsel Litigation Expenses Payment" means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action, not to exceed $35,000.00.

1.8. "Class Data" means certain identifying information of Class Members in Defendant's

possession, specifically Class Members' names, last-known mailing addresses, available Social Security numbers, dates of employment, and number of Class Period Workweeks and PAGA Pay Periods.

1.9. "Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a member of the PAGA Group).

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member or PAGA Group member mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address ("NCOA") database, skip traces, and direct contact by the Administrator with Class Members.

1.11. "Class Notice" means the court-approved Notice of Class and Representative Action Settlement and Final Approval Hearing, to be mailed to Class Members in English and Spanish, in a form substantially similar to the draft attached as **Exhibit A** and incorporated by reference into this Agreement. The Parties, through counsel, may agree to modifications to the Class Notice required to correct errors or effectuate changes required by the Court without the need to amend this Agreement, and the revised Class Notice shall be incorporated herein in place of the original **Exhibit A**.

1.12. "Class Period" means the period from October 21, 2021, through August 16, 2026.

1.13. "Class Representative" means the named Plaintiff in the Action, Krishell K. Martinez, seeking Court approval to serve as a class representative.

1.14. "Class Representative Service Payment" means the court-approved payment allocated to the Class Representative for initiating and providing services in support of the Action, not to exceed $10,000.00.

1.15. "Court" means the Superior Court of the State of California, County of Riverside.

1.16. "Defendant" means the named Defendant, Emerson Ecologics, LLC.

1.17. "Defense Counsel" means Dentons US LLP.

1.18. "Effective Date" means the date by when all of the following have occurred: (a) the Court enters a Judgment on its Final Approval Order; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no objections are asserted and no individual seeks to intervene in the Action, the date the Court enters Judgment following an Order approving the Settlement; (ii) if any objections are asserted or any individual seeks to intervene in the Action but no appeal is filed, sixty-five (65) days after the date of entry of the Order approving the Settlement; or (iii) if a timely appeal is made, ten (10) business days after the final resolution of that appeal if the appeal is rejected, the Settlement is upheld, and the settlement approval order is no longer subject to further judicial review.

1.19. "Final Approval Order" means the Court's Order Granting Final Approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's Hearing on Plaintiff's Motion for Final Approval of the Settlement.

1.21. "Gross Settlement Amount" means $480,000.00, the total non-reversionary amount Defendant agrees to pay under the Settlement, except as provided in Sections 4.1 and 7.1 below. The Gross Settlement Amount will pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and the Administration Expenses Payment. Separate and apart from the Gross Settlement Amount, Defendant agrees to pay the employer's share of payroll taxes owed on the Wage Portions of the Individual Class Payments.

1.22. "Individual Class Payment" means a Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks he or she worked during the Class Period, calculated solely and exclusively to effectuate Settlement of this Action.

1.23. "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of 35% of

the PAGA Payment calculated according to the number of PAGA Pay Periods he or she worked during the PAGA Period and calculated solely and exclusively to effectuate Settlement of this Action.

1.24. "Judgment" means the Judgment entered by the Court based upon the Final Approval Order.

1.25. "LWDA" means the California Labor and Workforce Development Agency.

1.26. "LWDA PAGA Payment" means 65% of the PAGA Payment paid to the LWDA under Labor Code § 2699.

1.27. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.28. "Non-Participating Class Member" means a Class Member who requests to be excluded from the Class Settlement by sending the Administrator a valid and timely Request for Exclusion as described in Section 6.12.1.

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 one year prior to the date Plaintiff submitted the PAGA Notice to the LWDA, through the date the Class Period ends.

1.31. "PAGA" means the Private Attorneys General Act, Labor Code §§ 2698, *et seq*.

1.32. "PAGA Group" or "Aggrieved Employees" means all persons employed by Defendant as hourly-paid or non-exempt employees in the State of California during the PAGA Period.

1.33. "PAGA Notice" means Plaintiff's July 16, 2026, Notice of California Labor Code Violations and PAGA Penalties, sent to Defendant and submitted to the LWDA

pursuant to California Labor Code § 2699.3.

1.34. "PAGA Payment" means the total amount of civil penalties to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims in the amount of $50,000.00, allocated 35% to the Aggrieved Employees ($17,500.00) and 65% to the LWDA ($32,500.00), calculated solely and exclusively to effectuate Settlement of this Action, and for no other reason or purpose.

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

1.36. "Plaintiff" means Krishell K. Martinez, the named Plaintiff in the Action.

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

1.38. "Qualified Settlement Fund" or "QSF" means a fund within the meaning of Treasury Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Administrator.

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

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

1.41. "Released Parties" means Defendant Emerson Ecologics, LLC, and any predecessor, successor, subsidiary, parent, affiliated or related entity (including but not limited to Natural Partners, Inc., Healthy Web Inc., FSLV Holdings LLC, and Rupa, Inc. and Fullscript, Inc.), and each of their owners, managerial employees, agents, directors, officers, and/or insurers.

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

1.43. "Response Deadline" means forty-five (45) calendar days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees and the last date on which Class Members may: (a) fax, email, or mail a Request for Exclusion from the Class Settlement; (b) fax, email, or mail a written Objection to the Settlement; or (c)

fax, email, or mail a Challenge to the Calculation of Workweeks and/or PAGA Pay Periods allocated to the Class Member or PAGA Group member. The Response Deadline for Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall be extended by ten (10) calendar days beyond the original Response Deadline.

1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment. "Class Settlement" means the non-PAGA portion of the Settlement resolving the Released Class Claims, including the Individual Class Payments. "PAGA Settlement" means the portion of the Settlement resolving the Released PAGA Claims, including the LWDA PAGA Payment and Individual PAGA Payments.

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

2. <u>RECITALS.</u>

2.1. On October 21, 2025, Plaintiff commenced this Action by filing a Complaint against Defendant in the Superior Court of the State of California, County of Riverside, alleging causes of action for (1) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7 and 512); (4) Failure to Authorize and Permit Rest Breaks (Cal. Lab. Code § 226.7); (5) Failure to Indemnify Necessary Business Expenses (Cal. Lab. Code § 2802); (6) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); (7) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); and (8) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq*.).

2.2. On December 17, 2025, Defendant removed the Action to the United States District Court, Central District of California, where it was assigned Case No. 5:25-cv-03425-MWC-PVCx.

2.3. On June 18, 2026, the Parties participated in a full-day mediation presided over by

experienced wage-and-hour mediator Steve Serratore, Esq., which led to this Agreement to settle the Action (the "Mediation").

2.4. Pursuant to the Mediation, the Parties agreed to stipulate to remand the Action to the Superior Court of the State of California, County of Riverside, for approval of the Settlement, and Plaintiff agreed to file an amended complaint adding a cause of action for civil penalties under PAGA (Cal. Lab. Code § 2699, *et seq*.) and to exhaust all applicable administrative remedies to effectuate the release of the PAGA claim.

2.5. On July 16, 2026, pursuant to Labor Code § 2699.3, Plaintiff provided written notice to the LWDA and Defendant by sending the PAGA Notice.

2.6. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with any laws, including, but not limited to, the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged in the Operative Complaint.

2.7. The Parties conducted investigation and discovery of the facts and law after the Action was filed and before the Mediation through informal and formal discovery. Defendant produced as part of the confidential mediation process documents relating to its policies, practices, and procedures regarding reimbursement of business expenses, paying non-exempt employees for all hours worked, and meal and rest breaks, along with payroll, timekeeping, and operational policies. As part of Defendant's production, Plaintiff reviewed time records, pay records, and information relating to the size and scope of the Class, as well as data permitting Plaintiff to understand the number of Workweeks and PAGA Pay Periods. The Parties' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008).

2.8. The Court has not granted class certification.

2.9. The Parties, Class Counsel, and Defense Counsel represent that they are they are aware

of the following other pending matter or action asserting claims that will be extinguished or affected by the Settlement: *Jose Zavala Guzman v. Natural Partners, Inc., et al.*, CVRI2604116 (Riverside County Superior Court) (filed July 6, 2026; served August 20, 2026).

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Section 7.0 below, Defendant will pay $480,000.00, and no more, as the Gross Settlement Amount and will separately pay the employer's share of payroll taxes owed on the Wage Portions (as defined below) of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount or any payroll taxes prior to the deadline stated in Section 4.0 of this Agreement. The settlement is on a common fund basis. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit a claim as a condition of payment. There will be no claim form or claims procedure. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To Plaintiff: A Class Representative Service Payment to the Class Representative of not more than $10,000.00 (in addition to any Individual Class Payment and Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member), in exchange for her general release and her service as a Class Representative. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. Plaintiff and/or Class Counsel will file a Motion supporting the Class Representative Service Payment no later than sixteen (16) court days before the Final Approval Hearing. If the Court approves a Class Representative Service

Payment that is less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff shall be solely and legally responsible for paying any applicable taxes on this payment and shall hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payment. Defendant makes no representations as to the tax treatment or legal effect of the payment called for herein, and Plaintiff is not relying on any statement or representation by Defendant or its counsel in this regard.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be $160,000.00, and a Class Counsel Litigation Expenses Payment of not more than $35,000.00. Defendant 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 Counsel Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim related to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or

controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administration Expenses Payment estimated to be $7,250.00, except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less, or the Court approves payment less than the estimated amount, the Administrator will retain the remainder in the Net Settlement Amount.

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

3.2.4.a. Tax Allocation of Individual Class Payments. Ten percent (10%) 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. Forty-five percent (45%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for penalties and forty-five percent (45%) will be allocated to settlement of claims for interest (collectively, 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.b. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Workweeks of Non-Participating Class Members are not included in the calculation of payments to Participating Class Members. 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: A PAGA Payment in the amount of $50,000.00 to be paid from the Gross Settlement Amount, with 65% ($32,500.00) allocated to the LWDA PAGA Payment and 35% ($17,500.00) allocated to the Individual PAGA Payments.

3.2.5.a. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of the PAGA Payment ($17,500.00) 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. Individual PAGA Payments will be treated as 100% penalties for tax purposes. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Funding of Gross Settlement Amount. The Gross Settlement Amount and the employer's share of payroll taxes owed on the Wage Portions of the Individual Class Payments shall be fully funded by transmission of such funds to the Administrator no later than sixty-five (65) days after the Effective Date.

4.2. Payments from the Gross Settlement Amount. No later than fourteen (14) calendar days after Defendant funds the entire Gross Settlement Amount, the Administrator shall mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation

Expenses Payment, the Class Representative Service Payment, and the Administration Expenses Payment. Disbursement of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment shall not precede disbursement of the Individual Class Payments and Individual PAGA Payments.

4.2.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members and Aggrieved Employees via First Class U.S. Mail with postage prepaid. Before mailing any checks, the Administrator must update the recipient's mailing addresses using the National Change of Address Database. The face of each check shall prominently state the date the check will be voided. Each check will be voided 180 days after the date of mailing ("void date"). The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members, including those for whom a 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 and those Aggrieved Employees for whom a Class Notice was returned undelivered. The Administrator may send Participating Class Members who are also Aggrieved Employees a single check combining the Individual Class Payment and Individual PAGA Payment.

4.2.2. No later than seven (7) calendar days after 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 for Class Members and Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Thereafter, the Administrator need not take further steps to deliver checks to Class Members or Aggrieved Employees

whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member or Aggrieved Employee whose original check was lost or misplaced and who requests the replacement before the void date.

4.2.3. For any Class Member whose Individual Class Payment check or for any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such check to the California Controller's Unclaimed Property Fund in the name of the Class Member or Aggrieved Employee, thereby leaving no "unpaid residue" in accordance with the requirements of California Code of Civil Procedure Section 384(b).

4.2.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members or Aggrieved Employees, such as 401(k) contributions or bonuses, beyond those specified in this Agreement. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

5. RELEASES OF CLAIMS. Effective on the date Defendant fully funds the entire Gross Settlement Amount and separately pays the employer's share of payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, Aggrieved Employees, and Class Counsel will release claims against the Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff and Plaintiff's respective former and present spouses (if any), representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release and discharge the Released Parties from any and all charges, complaints, claims, and liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected ("claim(s)") which Plaintiff, at any time heretofore,

had or claimed to have or which Plaintiff may have or shall in the future claim to have, including, without limitation, any and all claims related or in any manner incidental to Plaintiff's employment. Plaintiff understands she is releasing potentially unknown claims, and that Plaintiff may have limited knowledge with respect to some of the claims being released. Plaintiff acknowledges there is a risk that, after signing this Agreement, Plaintiff may learn information that might have affected Plaintiff's decision to enter into this Agreement. Plaintiff assumes this risk and all other risks of any mistake in entering into this Agreement. Plaintiff agrees that this Agreement is fairly and knowingly made. Plaintiff represents and warrants that Plaintiff has all necessary authority to enter into this Agreement and that Plaintiff has not transferred any interest in any claims to any spouse or to any other third party.

5.1.1. The Parties understand the word "claim(s)" to include all causes of action, lawsuits, proceedings, complaints, claims, charges, debts, contracts, judgments, damages, attorney's fees, and grievances, whether actual or potential, known or unknown, and specifically but not exclusively, all claims arising out of Plaintiff's employment with Defendant, including, but not limited to, any and all claims under the California Fair Employment and Housing Act, the Age Discrimination in Employment Act, Title VII or any other statute, rule or regulation relating to Plaintiff's employment with Defendant and under which Plaintiff has made a claim or could make a claim against Defendant (collectively, "Plaintiff's Released Claims").

5.1.2. Plaintiff's Released Claims shall not waive: (i) claims for unemployment or workers' compensation benefits; (ii) any vested rights Plaintiff has under ERISA-covered benefit plans as applicable on the date Plaintiff signs this Agreement, and/or claims concerning such rights; (iii) claims that may arise after Plaintiff signs this Agreement; or (iv) claims which cannot be released by private agreement.

5.1.3. 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 Civil Code, which reads:

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

5.2. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release and discharge the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, costs, expenses, attorney's fees, damages, and causes of action that were alleged or that reasonably could have been alleged based on the facts alleged in the Operative Complaint arising during the Class Period. This release includes, without limitation, a release of all claims alleged in the Operative Complaint for alleged failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, failure to provide accurate itemized wage statements, violation of California Business and Professions Code §§ 17200, *et seq*., and statutory waiting time penalties based on the foregoing (collectively, the "Released Class Claims").

5.3. Release by Aggrieved Employees: All Aggrieved Employees, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release and discharge the Released Parties from any and all claims for civil penalties, and attorneys' fees and costs, under PAGA that were alleged or that reasonably could have been alleged based on the facts alleged in the Operative Complaint and Plaintiff's PAGA Notice, including, but not limited to, failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to

indemnify necessary business expenses, failure to pay all unpaid wages at termination, and failure to provide accurate itemized wage statements (collectively, the "Released PAGA Claims"), arising during the PAGA Period.

6. **VOLUNTARY RESIGNATION.**

6.1. Resignation. Plaintiff Krishell K. Martinez hereby voluntarily, knowingly, and irrevocably resigns from her employment with Defendant Emerson Ecologics, LLC, including any parents, subsidiaries, affiliates, or related entities, effective as of the date this Agreement is fully executed by the Parties ("Separation Date"). Plaintiff acknowledges that as of the Separation Date, she will no longer be an employee of Defendant and will not report to work.

6.2. Final Wages. Because Plaintiff Krishell K. Martinez has been on a leave of absence since on or about December 6, 2022, and other than the claims being released in this Agreement, Plaintiff is not owed any unpaid wages, vacation, bonuses, expense reimbursements, or other amounts; Plaintiff further represents that he has not been denied any request for leave.

7. **SETTLEMENT ADMINISTRATION.**

7.1. Selection of Administrator. The Parties have jointly selected the Administrator, and have verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. 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. Class Data. No later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant 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 the 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 the Settlement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information as defined in Section 1.8, and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties, and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

7.3. Notice of Receipt of Class Data. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

7.4. Notice to Class Members. No later than fourteen (14) calendar days after receiving the Class Data from Defendant, the Administrator will send all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice in English and Spanish, substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payments payable to the Class Member and/or Aggrieved Employee, 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.

7.5. Remailing of Class Notice. No later than three (3) business days after its 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 USPS. If 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 the Class Notice to Class Members whose Class Notice is returned by USPS a second time.

7.5.1. The deadlines for Class Members' Objections, Challenges to Calculation of Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional ten (10) calendar days beyond the forty-five (45) calendar 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.

7.5.2. If the Administrator, Defendant, Defense Counsel, or Class Counsel are contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, to agree on whether to include them as Class Members. If the Parties agree, such person(s) 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 no later than fourteen (14) calendar days after receipt of the Class Notice, or the deadline in the Class Notice, whichever is later.

7.6. Requests for Exclusion and Exclusion List. The Administrator will promptly review Requests for Exclusion on a rolling basis to ascertain their validity and timeliness. No later than five (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 the names and other identifying information of Class Members who have submitted Requests for Exclusion, regardless of whether the requests are valid and timely ("Exclusion List"), and copies of all Requests for Exclusion submitted, regardless of whether the requests are valid and timely.

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

7.8. Administrator's Declaration. No later than seven (7) business days after the Response Deadline, the Administrator will provide Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to (i) its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Class Notice, (ii) the total number of Class Notices returned as undelivered, (iii) the total number of re-mailed Class Notices, (iv) its attempts to locate Class Members, (v) the total number of Requests for Exclusion received (valid or invalid), (vi) the total number of Objections received (valid or invalid), (vii) the total number of Participating Class Members and Workweeks, (viii) the total number of Aggrieved Employees and PAGA Pay Periods, and (ix) the lowest, average, and highest Individual Class Payment and Individual PAGA Payment. 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.

7.9. Final Report by Settlement Administrator. No later than fourteen (14) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with (i) a final report detailing its disbursements by employee identification number only of all payments made under this Agreement, and (ii) 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.

7.10. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.11. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation § 1.468B-1.

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

7.13. Class Members' Options.

7.13.1. Requests for Exclusion. Each Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional ten (10) calendar days for Class Members whose Class Notice is re-mailed) to exclude themselves from the Class Settlement. A Class Member may exclude himself or herself from the Class Settlement by emailing, faxing, or mailing a Request for Exclusion to the Administrator by submitting written communication requesting exclusion that contains all required information for a Request for Exclusion. The Request for Exclusion must be valid and timely. To be valid, the Request for Exclusion must (1) include the Class Member's full name, address, telephone number, signature, and a simple written statement requesting to be excluded from the Class Settlement; (2) state the case name and number of the Action; and (3) be emailed, faxed, or mailed to the specified contact

information for the Administrator. To be timely, the Request for Exclusion must be made no later than the Response Deadline; if the Request for Exclusion is sent by mail, it must be postmarked no later than the Response Deadline and the postmark date will be the exclusive means of determining whether a Request for Exclusion has been timely submitted. A Class Member who does not submit a valid and timely Request for Exclusion will be deemed a Participating Class Member and will be bound by all terms of the Settlement if it is granted Final Approval. If a Class Member's Request for Exclusion is timely but invalid, according to the requirements listed herein, that Class Member will be allowed to cure the defect(s). The Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (a) the Response Deadline or (b) fourteen (14) calendar days from the date of the cure letter, whichever date is later, to postmark the revised Request for Exclusion. The Administrator, Class Counsel, and Defense Counsel may attempt to resolve any Class Member disputes on the validity or timeliness of a Request for Exclusion. However, the Court has the final authority to make decisions consistent with the terms of this Agreement on the validity or timeliness of a Request for Exclusion. The Court's decision shall be final and not appealable or otherwise susceptible to challenge.

7.13.1.a. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Section 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or

objects to the Settlement.

7.13.1.b. 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 Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Section 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.13.2. Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional ten (10) calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and/or PAGA Pay Periods allocated to the Class Member and/or Aggrieved Employee in the Class Notice. A Class Member and/or Aggrieved Employee may challenge the allocation by sending a Challenge to Calculation of Workweeks and/or PAGA Pay Periods to the Administrator via fax, email, or mail. The Challenge to Calculation of Workweeks and/or PAGA Pay Periods must be timely. To be timely, the Challenge to Calculation of Workweeks and/or PAGA Pay Periods must be made no later than the Response Deadline; if the Challenge to Calculation of Workweeks and/or PAGA Pay Periods is sent by mail, it must be postmarked no later than the Response Deadline and the postmark date will be the exclusive means of determining whether a Challenge to the Calculation of Workweeks and/or PAGA Pay Periods has been timely submitted. The Administrator must encourage the challenging Class Members to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods contained in the Class

Notice are correct so long as they are consistent with the Class Data. The Administrator shall promptly provide copies of all Challenges to Calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges. The Administrator, Class Counsel, and Defense Counsel may attempt to resolve all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's determination of allocations of Workweeks is final and not appealable or otherwise susceptible to challenge.

7.13.3. Objections to Settlement. Each Participating Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional ten (10) calendar days for Class Members whose Class Notice is re-mailed) to object to the Class 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. Only Participating Class Members may send written Objections to the Administrator. A Participating Class Member may object to the Settlement by (1) appearing at the Final Approval Hearing and verbally objecting to the Settlement or any term thereof; and/or (2) sending a written Objection Form to the Administrator by sending written communication that contains the required information for a Written Objection. The written Objection must be valid and timely. To be valid, the written Objection must: (1) include the Class Member's full name, address, telephone number, and signature, the contact information for any attorney representing the objecting Class Member, if any, and the factual and legal bases for the Objection, including any supporting papers, briefs, written evidence, declarations, and/or other evidence; (2) state the case name and number of the Action; and (3) be emailed, faxed, or mailed to the specified contact information

for the Administrator. To be timely, the written Objection must be made no later than the Response Deadline; if the Objection is sent by mail, it must be postmarked no later than the Response Deadline and the postmark date will be the exclusive means of determining whether a written Objection has been timely submitted. The Administrator, Class Counsel, and Defense Counsel may attempt to resolve any Class Member disputes on the validity or timeliness of a written Objection. However, the Court has the authority to make final decisions consistent with the terms of this Agreement on the validity or timeliness of a written Objection. The Court's decision shall be final and not appealable or otherwise susceptible to challenge.

8. <u>ESCALATOR CLAUSE.</u>

8.1. The Gross Settlement Amount ("GSA") is based on Defendant's estimate that the Class Members worked, in aggregate, approximately 12,000 total Workweeks through the date of the Mediation, and this estimate serves as the basis for Plaintiff accepting the Settlement. Should the number of actual Workweeks during the Class Period exceed the estimated Workweeks by more than 10% (*i.e.*, exceed 13,200 Workweeks), Defendant will have the option to either 1) increase the GSA on a proportional basis by the amount by which it exceeds 12,000 Workweeks (*i.e.*, if there was an 11% increase in the number of Workweeks, Defendant would increase the GSA by 1%), or 2) terminate the Class Period on the date when the total number of Workweeks does not exceed 13,200 Workweeks. If this escalator clause is triggered and Defendant wishes to exercise the option to truncate the Class Period to a date certain, Defendant must provide notice to Plaintiff, through counsel, of this election no later than thirty (30) days after August 16, 2026. If the Motion for Preliminary Approval has not yet been filed, the deadline to provide notice of the selection of the truncation option may be extended by mutual agreement of the Parties to a different date. The Parties agreed on September 15, 2026 to extend the notice deadline to September 29, 2026. If Defendant does not

provide notice within the thirty (30) day period described herein, or by any other date to which the Parties have mutually agreed, then Defendant's only option in the event of the triggering of this escalator clause shall be to increase the GSA as provided herein.

9. DEFENDANT'S RIGHT TO WITHDRAW.

9.1. If the number of valid and timely Requests for Exclusion exceeds five percent (5%) of the total of all Class Members, Defendant may, but is not obligated to, elect to rescind and withdraw from the Settlement, in which case all actions taken in furtherance of the Settlement will be null and void. Defendant must exercise this right within twenty (20) calendar days after the Administrator notifies the Parties of the total number of valid Requests for Exclusion it has received. If Defendant elects to withdraw from the Settlement, Defendant will be responsible for paying all reasonably-incurred settlement administration expenses incurred to that point. Further, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement, except as provided in this Paragraph.

10. MOTION FOR PRELIMINARY APPROVAL. Class Counsel will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals. Defense Counsel will cooperate in finalizing the Motion for Preliminary Approval and will have an opportunity to approve the documents before their filing.

10.1. Defendant's Responsibilities. The Preliminary Approval motion shall be supported by a declaration from the defendant' s attorney that states: (i) whether the attorney is aware of any class, representative or other collective action in any other court in this or any other jurisdiction that asserts claims similar to those asserted in this action on behalf of a class or group of individuals some or all of whom would also be members of the class defined in this action; and (ii) the name and case number of any such case, the nature of the claims asserted, the definition of the class or other parties on whose behalf the action is brought, and the procedural status of that case.

10.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all

documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice and memorandum in support of the Motion for Preliminary Approval that includes appropriate analysis of the Settlement and a request for approval of the PAGA Settlement under Labor Code Section 2699; (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from Class Counsel attesting to its competency to represent the Class Members, and its timely transmission to the LWDA of all necessary PAGA documents (PAGA Notice (Lab. Code, § 2699.3), Operative Complaint (Lab. Code, § 2699), and the Agreement (Lab. Code, § 2699)); and (vii) all other facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their declarations, Plaintiff and Class Counsel shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

10.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement and obtaining a prompt hearing date for the Motion for Preliminary Approval; and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

10.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone and in good faith to modify the Agreement and otherwise satisfy the Court's concerns.

11. FINAL APPROVAL.

11.1. Motion for Final Approval. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA Settlement under Labor Code Section 2699 and a [Proposed] Final Approval Order and Judgment. Plaintiff shall provide drafts of these documents to Defense Counsel not later than ten (10) days before filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.2. Response to Objections. Each Party retains the right to respond to any Objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days before the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.3. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, including, but not limited to, the scope of release to be granted by Class Members, the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses

Payment, Class Representative Service Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

11.4. Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Final Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement solely for purposes of (i) enforcing the Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.5. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees and Class Counsel Litigation Expenses Payments, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement, 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 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.

11.6. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the appellate 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.

11.7. Failure to Approve. If the Court does not approve, either preliminarily or finally, any material term or condition of the Settlement Agreement, or if the Court effects a material change, then this Agreement will be voidable and unenforceable, subject to the Parties' agreement to the contrary, and the costs of administration shall be split equally between the Plaintiff, on one side, and Defendant, on the other.

12. AMENDED JUDGMENT.

12.1. If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

13. ADDITIONAL PROVISIONS.

13.1. Entire Agreement. This Agreement and the attached **Exhibit A** constitute the entirety of the Parties' settlement terms.

13.2. No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. 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. In entering into this Agreement, Defendant does not admit, and specifically denies, 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 concerning its employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, 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 Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law. If Final Approval does not occur, the Parties agree that this Agreement is void but remains protected by California Evidence Code Section 1152.

13.3. Class Certification or Representative Manageability for Other Purposes. The Parties agree to stipulate to class certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on and will not be admissible in connection with any litigation, except for proceedings to enforce or effectuate the Settlement and this Agreement.

13.4. No Press Releases/Advertisements. Neither Plaintiff nor Plaintiff's Counsel shall issue any press release or announcement of any kind related in any way to the Settlement. Plaintiff and Class Counsel agree to limit their statements regarding the terms of the Settlement, whether oral, written, or electronic (including the World Wide Web), to say the Class Action has been resolved and that Plaintiff and Class Counsel are satisfied with the Settlement terms. Nothing in this Section is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class Counsel, including but not limited to: (1) as required by law; (2) as required under the terms of the Settlement; and/or (3) as required under counsel's duties and responsibilities as Class Counsel. This Settlement shall not be advertised or mentioned on any source, including Plaintiff's Counsel's personal or firm website.

13.5. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Agreement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

13.6. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to request to be excluded from 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.

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

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

13.9. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents to define all provisions of this Agreement as valid and enforceable.

13.10. Waiver. No waiver of any condition or covenant contained in this Agreement or failure

to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right, or remedy.

13.11. Cooperation. The Parties and their counsel will cooperate 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.

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

13.13. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel is 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.

13.14. 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.

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

13.16. 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.

13.17. 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.

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

13.19. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code Section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. No later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

13.20. 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.

13.21. 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.

13.22. 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.

13.23. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law. Plaintiff, and not her representative(s), must personally execute this Agreement. An authorized officer of Defendant must execute this Agreement on behalf of Defendant. This Agreement shall become binding and enforceable pursuant to California Code of Civil Procedure Section 664.6.

13.24. 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, pursuant to California Code of Civil Procedure Section 583.330, to extend the date to bring a case to trial under California Code of Civil Procedure Section 583.310 for the entire period of this settlement process.

[Signatures on the following page.]

Docusign Envelope ID: BC9B6653-91EC-8D9D-80A1-325CA5CA4546

Plaintiff & Settlement Representative:

Dated: 9/25/2026

DocuSigned by:
Krishell Martinez
47CE64E2CCCD412...

By: _____
Krishell K. Martinez

Plaintiff's Counsel: **MOON LAW GROUP, PC**

Dated: 9/28/2026

By: _____
Kane Moon
H. Scott Leviant
Jaeyoung Lee
Attorneys for Plaintiff Krishell K. Martinez

Defendant & Defendant's Representative:

Dated:

By: _____
Name:
Title: _____
On behalf of Defendant Emerson Ecologics, LLC

Defendant's Counsel: **DENTONS US LLP**

Dated:

By: _____
Erin F. Norris
Jemuel Gascon
Reem Albudoor
Attorneys for Defendant Emerson Ecologics, LLC

Plaintiff & Settlement Representative:

Dated: By: _____
Krishell K. Martinez

Plaintiff's Counsel: **MOON LAW GROUP, PC**

Dated:

By: _____
Kane Moon
H. Scott Leviant
Jaeyoung Lee
Attorneys for Plaintiff Krishell K. Martinez

Defendant & Defendant's Representative:

Dated: 9/29/2026 | 10:48 AM EDT

By: Signed by: Dennis Richter 8E26061766394D7...
Name: Dennis Richter
Title: Chief Business Officer
On behalf of Defendant Emerson Ecologics, LLC

Defendant's Counsel: **DENTONS US LLP**

Dated: 9/29/2026 | 4:30 PM EDT

By: Signed by: Erin Norris B098544FB601447...
Erin F. Norris
Jemuel Gascon
Reem Albudoor
Attorneys for Defendant Emerson Ecologics, LLC

Exhibit A

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

Krishell K. Martinez v. Emerson Ecologics, LLC
Superior Court of California, County of Riverside, Case No. CVRI2505959

NOTICE: All current and former hourly-paid or non-exempt employees of Emerson Ecologics, LLC who worked in California at any time from October 21, 2021, to August 16, 2026.

A court approved this Notice. This is not an advertisement, and you are not being sued. However, your legal rights are affected whether or not you act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will receive a payment from the Settlement, if finally approved, and you will release all claims covered by the Settlement. No action is required for you to receive a share of this Settlement.
EXCLUDE YOURSELF	You will not receive an Individual Class Payment from the Settlement. If you exclude yourself from thi Settlement, you will not be permitted to submit an objection to the Settlement. You may not exclude yourself from the PAGA portion of the Settlement.
DISPUTE WORKWEEKS AND/OR PAGA PAY PERIODS	If you do not exclude yourself from this Settlement, you may dispute the number of Workweeks and PAGA Pay Periods credited to you if you believe the below-reported number is incorrect.
OBJECT	You may object to this Settlement, and the Court may or may not agree with your objection. Submittin an objection will not exclude you from receiving a payment from the Settlement.

1. Why have I received this Notice?

The Superior Court of California, County of Riverside, has granted preliminary approval of a proposed Class and PAGA Action Settlement ("Settlement") reached between Plaintiff Krishell K. Martinez ("Plaintiff") and Defendant Emerson Ecologics, LLC ("Defendant"), which may affect your legal rights. This Notice explains the key terms of the Settlement and your rights and options with respect to the Settlement.

You have received this Notice because Defendant's records indicate that you are a member of the Settlement Class. For purposes of Settlement, the "Class" is comprised of "all persons employed by Defendant as hourly-paid or non-exempt employees in the State of California at any time during the Class Period" ("Class Members"). The "Class Period" is October 21, 2021, through August 16, 2026.

In addition, Defendant's records indicate that you are a member of the PAGA Group ("Aggrieved Employee"). For purposes of Settlement, "Aggrieved Employee" means "all persons employed by Defendant as hourly-paid or non-exempt employees in the State of California at any time during the PAGA Period." The "PAGA Period" is July 16, 2025, through August 16, 2026.

Regardless of whether you exclude yourself from the Settlement, you will still receive a portion of the Settlement for release of the civil penalties claim under the California Private Attorneys General Act, Labor Code sections 2698 through 2699.8 ("PAGA"), if the Settlement is finally approved and if you are an Aggrieved Employee.

Read this Notice carefully. This Notice explains the Action, the proposed Settlement, your legal rights, what payments may be available to you, and how to get them.

2. What is the case about?

On October 21, 2025, Plaintiff commenced this action against Defendant in the Superior Court of California, County of Riverside, entitled *Martinez v. Emerson Ecologics, LLC*, Case No. CVRI2505959 (the "Action"). On December 17, 2025, Defendant removed the Action to the United States District Court for the Central District of California, Case No. 5:25-cv-03425-MWC-PVCx. The Parties thereafter stipulated to remand the Action to the Riverside County Superior Court for purposes of seeking approval of the Settlement, and Plaintiff filed an amended complaint adding a claim for civil penalties under PAGA (the "Operative

Complaint").

Plaintiff alleges the following claims against Defendant: (1) failure to pay minimum wages; (2) failure to pay overtime compensation; (3) failure to provide meal periods or meal period premiums; (4) failure to authorize and permit rest periods or pay rest period premiums; (5) failure to indemnify necessary business expenses; (6) failure to timely pay all wages when due during employment or final wages at termination; (7) failure to provide accurate itemized wage statements; (8) unfair business practices; and (9) civil penalties based on the foregoing allegations under PAGA.

Defendant denies each and every allegation raised in the Action and believes it has treated, and continues to treat, Class Members in accordance with all applicable laws. The Court has not made any decision regarding whether the claims or defenses in the Action have any merit. The Court has only preliminarily determined the proposed Settlement is fair, reasonable, and adequate as to all Class Members. Defendant reserves the right to object to and defend itself against any claim if, for any reason, the Settlement does not become effective.

Plaintiff and Defendant (the "Parties") reached a Settlement that is subject to the Court's final approval. By settling the Action, Defendant does not admit, concede, or imply that it has done any wrongdoing, and Plaintiff does not concede that any of Defendant's affirmative defenses have merit.

3. Who are the attorneys representing the Parties?

The Court has appointed Plaintiff's attorneys as "Class Counsel" to represent all Class Members. You will not be charged for this legal representation.

Class Counsel's contact information is as follows:

Attorneys for Plaintiff
Kane Moon
H. Scott Leviant
Jaeyoung Lee
MOON LAW GROUP, PC
725 S. Figueroa St., Suite 3100
Los Angeles, CA 90017
Phone: (213) 232-3128
Fax: (213) 232-3125

Defendant is represented by the following attorneys:

Attorneys for Defendant
Erin F. Norris
Jemuel Gascon
DENTONS US LLP
601 South Figueroa Street, Suite 2500
Los Angeles, CA 90017
Phone: (213) 643-9300

Attorneys for Defendant
Reem Albudoor
DENTONS US LLP
4655 Executive Drive, Suite 700
San Diego, CA 92121
Phone: (619) 236-1414

4. How much is the Settlement for and how can I expect to receive?

Defendant has agreed to pay a Gross Settlement Amount ("GSA") of $480,000.00, which will be used to pay the Individual Class Payments to Participating Class Members, Individual PAGA Payments to Aggrieved Employees, Plaintiff's Class Representative Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, Settlement Administrator's Administration Expenses Payment, and payment under PAGA to the Labor and Workforce Development Agency ("LWDA"). Defendant will separately pay its employer-side payroll taxes owed for Individual Class Payments.

Class Counsel will apply for an award of reasonable attorneys' fees payable from the GSA in the amount of up to one-third (i.e., $160,000.00) of the GSA as well as reimbursement of their actual litigation costs not to exceed $35,000.00. Plaintiff is seeking an enhancement award from the GSA in the amount of up to $10,000.00 for her service as the Class Representative and her general release. The Parties are asking that $50,000.00 of the GSA be allocated to settle the PAGA claims, with 65% (i.e., $32,500.00) to be paid to the LWDA and the remaining 35% (i.e., $17,500.00) to be distributed to Aggrieved Employees through Individual

PAGA Payments. The Administrator estimates that the cost of administering this Settlement will not exceed $7,250.00.

After the above payments are deducted from the GSA, in the amounts finally approved by the Court, the remainder will be distributed to Participating Class Members through Individual Class Payments. Individual Class Payments will be paid on a pro rata basis to Participating Class Members and calculated by the Administrator based on each individual's number of Workweeks. "Participating Class Members" are Class Members who do not send the Administrator a timely and valid Request for Exclusion from the Settlement. A "Workweek" refers to any week during which a Participating Class Member worked for Defendant in California for at least one day within the Class Period.

Defendant's records indicate that you worked approximately _____ **Workweeks**. Accordingly, your Individual Class Payment is estimated to be **$**_____. The actual amount of your Individual Class Payment may vary and is subject to standard wage withholdings. Ten percent (10%) of your Individual Class Payment will be treated as wages for tax purposes, subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and reported on an IRS Form W-2. The remaining ninety percent (90%) will be treated as penalties and interest for tax purposes and reported on an IRS Form 1099.

Individual PAGA Payments will be paid to Aggrieved Employees on a pro rata basis and calculated by the Administrator based on each individual's number of PAGA Pay Periods. A "PAGA Pay Period" refers to any pay period during which an Aggrieved Employee worked for Defendant in California for at least one day within the PAGA Period.

Defendant's records indicate that you worked approximately _____ **PAGA Pay Periods**. Accordingly, your Individual PAGA Payment is estimated to be **$**_____. The actual amount may vary. Your Individual PAGA Payment will be treated one hundred percent (100%) as penalties for tax purposes and reported on an IRS Form 1099.

The Settlement is on a common fund, non-reversionary basis. There is no claim form and no claims procedure; you do not need to submit a claim to receive a payment. No portion of the GSA will revert to Defendant.

5. What if I disagree with the number of Workweeks and/or PAGA Pay Periods credited to me?

If you believe the Workweek or PAGA Pay Period information shown above is correct, you do not need to do anything to receive a payment. However, if you believe the information is not correct, you may challenge it by submitting a written dispute stating why you believe the listed Workweeks or PAGA Pay Periods are not correct and provide supporting records (for example, pay stubs) showing the number of Workweeks or PAGA Pay Periods you worked.

The dispute must be sent to the Administrator (whose contact information is listed below) by email or mail if postmarked no later than _____. The Administrator will review the information you provide and will make a determination. Defendant's records will be presumed correct absent credible evidence to rebut the Workweeks and/or PAGA Pay Periods credited to you.

6. What are my rights regarding this Settlement?

OPTION 1: Do Nothing

If you do nothing, you will receive a check if the Court finally approves the Settlement and you will release the claims covered by the Settlement (as described below). You do not have to do anything to receive a payment. You are responsible for paying applicable federal, state, or local taxes on your settlement payment.

The front of every check issued to you will show the date when the check expires ("Void Date"). If you do not cash your check by the Void Date, your check will be automatically canceled, and the money will be redistributed to the class members who cashed their checks.

Note: It is your responsibility to keep a current mailing address on file with the Administrator to ensure receipt of your payment under the Settlement. You should immediately notify the Administrator if you move or otherwise change your mailing address.

OPTION 2: Object to the Settlement

Any Participating Class Member may object to the Class portion of the Settlement. (You do not have standing to object to the PAGA portion of the Settlement.) Submitting an Objection means that you do not want the Settlement, or any particular terms of

the Settlement, to be approved by the Court. If you wish to object to the Settlement, you can submit a written Objection stating why you object to the Settlement, and you may use the **Objection Form** enclosed with this Notice.

Any Objection must be in writing and contain: (1) your full name, current mailing address, last four digits of your Social Security Number (for verification of identity purposes and for the Administrator to contact you, if necessary, to clarify your objection); (2) the case name and number (*Krishell K. Martinez v. Emerson Ecologics, LLC* (Riverside Case No. CVRI2505959)); (3) a clear statement that you object to the Settlement and the factual and legal basis, with supporting documents, if any, on which your objection is based; (4) your signature; and (5) the date of signature. The Administrator will not disclose your contact information or Social Security Number to anyone, including the Parties, and your information will be securely held and will not be used for any purpose except to ascertain your identity for administration of this Settlement. Your written Objection must be sent to the Administrator (whose contact information is listed below) by email or mail, if transmitted or postmarked no later than _____. A copy of any Objection will be submitted to the Court (with your private information redacted) for the Court's consideration in relation to whether to finally approve the Settlement.

You are not required to appear at the Final Approval Hearing for your written Objection to be considered. However, if you do not submit a timely and valid written Objection in the manner specified above, you may still appear (or hire an attorney to appear on your behalf) and state your objection at the Final Approval Hearing. If you intend to appear at the Final Approval Hearing, you are not required to file or serve a notice of intention to appear.

If the Final Approval Hearing is continued to another date or time, the Administrator will give notice to any Participating Class Member who submitted an Objection.

Participating Class Members who fail to object in either of the manners specified above shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. If a Participating Class Member objects to this Settlement, the Participating Class Member will remain a member of the Class, and if the Court grants final approval of the Settlement, he or she will be bound by the terms of the Settlement and any Final Approval Order and Judgment, including the Released Class Claims defined further below.

Note: If you object to the Settlement, you are expected to receive your individual share of the Settlement if the Court approves the Settlement over your Objection.

OPTION 3: Exclude Yourself from the Settlement

If you wish to be excluded from participating in the Class portion of the Settlement, you must submit a valid and timely Request for Exclusion to the Administrator. To submit a Request for Exclusion, you may use the **Request for Exclusion Form** enclosed with this Notice.

The Request for Exclusion must be in writing and include: (1) your full name, current mailing address, last four digits of your Social Security Number (for verification of identity purposes and for the Administrator to contact you, if necessary, to clarify your Request for Exclusion); (2) the case name and number (*Krishell K. Martinez v. Emerson Ecologics, LLC* (Riverside Case No. CVRI2505959)); (3) a clear statement that you wish to be excluded from the Settlement; (4) your signature; and (5) the date of signature. The Administrator will not disclose your contact information or Social Security Number to anyone, including the Parties, and your information will be securely held and will not be used for any purpose except to ascertain your identity for administration of this Settlement. Your Request for Exclusion must be sent to the Administrator (whose contact information is listed below) by email or mail if postmarked no later than _____. Untimely Requests for Exclusion will not be considered. A copy of any Request for Exclusion will be submitted to the Court (with your private information redacted).

If you submit a timely and valid Request for Exclusion following the above instructions, you will not be considered a Participating Class Member, will not receive any Individual Class Payment, and you will not be eligible to object to the terms of the Settlement.

Note: You cannot opt out of the PAGA portion of the proposed Settlement. You are an Aggrieved Employee and when the Court finally approves the Settlement, you will receive an Individual PAGA Payment and be bound by the Released PAGA Claims (as defined below) even if you submit a timely and valid Request for Exclusion.

7. When is the Final Approval Hearing?

The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable. The Court's final determination of those issues will be made at the Final Approval Hearing.

The Court will hold a Final Approval Hearing on _____, at _____ a.m./p.m. in Department _____ of the Riverside County Superior Court, Riverside Historic Courthouse, located at 4050 Main Street, Riverside, CA 92501.

The Final Approval Hearing may be continued to another date or time without further notice to you. However, the Administrator will give notice of continuance to any Participating Class Member who submitted an Objection.

You do not need to appear at the hearing. If you plan to appear (or hire an attorney to appear on your behalf), you should contact the court clerk for the assigned department for instructions on how to remotely appear or verify the hearing date and time.

8. Can I be retaliated against for participating in the Settlement?

The law prohibits Defendant from retaliating against employees for exercising their rights under the law. Therefore, Defendant cannot and will not fire you, demote you, harass you, classify you as ineligible for rehire, or retaliate against you in any other way because you choose to participate, or not participate, in the Settlement, in whole or in part.

9. What claims are being released as part of the Settlement?

Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release and discharge the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, costs, expenses, attorney's fees, damages, and causes of action that were alleged or that reasonably could have been alleged based on the facts alleged in the Operative Complaint arising during the Class Period. This release includes, without limitation, a release of all claims alleged in the Operative Complaint for alleged failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, failure to provide accurate itemized wage statements, violation of California Business and Professions Code §§ 17200, *et seq*., and statutory waiting time penalties based on the foregoing (collectively, the "Released Class Claims").

Released PAGA Claims by Aggrieved Employees: All Aggrieved Employees, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release and discharge the Released Parties from any and all claims for civil penalties, and attorneys' fees and costs, under PAGA that were alleged or that reasonably could have been alleged based on the facts alleged in the Operative Complaint and Plaintiff's PAGA Notice, including, but not limited to, failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, and failure to provide accurate itemized wage statements (collectively, the "Released PAGA Claims"), arising during the PAGA Period.

Effective Date of Releases: The released claims described above will become effective upon entry of the Court's Final Approval Order and Defendant's full funding of the Gross Settlement Amount and its employer-share of payroll taxes.

Released Parties: "Released Parties" means Defendant Emerson Ecologics, LLC, and its officers, directors, employees and agents.

10. What if I lose my Settlement check or tax forms?

If you lose or misplace your check before cashing it, the Administrator will replace it as long as you request a replacement before the Void Date that is stated on the face of the original check. The Administrator will also replace any tax forms that you have lost. After the Void Date, the Administrator will cancel your check and redistribute the funds to class members who cashed their checks in accordance with the requirements of California Code of Civil Procedure section 384(b).

11. How can I get more information?

This Notice contains a summary of the basic terms of the Settlement and a description of the Action. For more detail, you may examine a copy of the Settlement as well as the pleadings and other records in the Action, free of charge, during regular business hours at the Court Clerk's office of the Riverside County Superior Court, Riverside Historic Courthouse, located at 4050 Main Street, Riverside, CA 92501. You may also access the records online at: *https://www.riverside.courts.ca.gov/online-services/search-court-records-public-access*.

If you need more information or have any questions, you may contact the attorneys representing the Parties at the contact information provided above.

You may also contact the Settlement Administrator at the following contact information:

Krishell K. Martinez v. Emerson Ecologics, LLC
c/o [Settlement Administrator Name]
[ADDRESS]
[ADDRESS]
[PHONE NUMBER] | [EMAIL]

PLEASE DO NOT CONTACT THE COURT FOR LEGAL ADVICE OR FOR INFORMATION REGARDING THIS NOTICE.

REQUEST FOR EXCLUSION FORM

I, _____, wish to be excluded from the Settlement of Class claims in *Krishell K. Martinez v. Emerson Ecologics, LLC*, Superior Court of California, County of Riverside, Case No. CVRI2505959

_____

Full Name (Printed)

_____ _____ _____

Address **City** **State and Zip Code**

_____

Telephone Number

_____

Signature

[NOTE: (1) THIS REQUEST FOR EXCLUSION FORM *DOES NOT* EXCLUDE YOU FROM THE SETTLEMENT OF PAGA CLAIMS, AND (2) THIS REQUEST FOR EXCLUSION FORM *MUST* BE MAILED TO THE FOLLOWING PHYSICAL ADDRESS OF THE ADMINISTRATOR ON OR BEFORE [RESPONSE DEADLINE]]:

[Administrator]
[contact info]

OBJECTION FORM

I, _____, object to the Settlement in *Krishell K. Martinez v. Emerson Ecologics, LLC,* Superior Court of California, County of Riverside, Case No. CVRI2505959

_____
_____
_____

_____
Full Name (Printed)

_____ _____ _____
Address **City** **State and Zip Code**

_____
Telephone Number

_____
Signature

[Note: This Objection Form *must* be mailed to the following physical address of the Administrator on or before [Response Deadline]]:

[Administrator]

[contact info]