

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Leon Oden (“Plaintiff”) and defendant Dairy Farmers of America, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s class action and representative PAGA action lawsuit, alleging wage and hour violations against Defendant, captioned *Leon Oden v. Dairy Farmers of America, Inc.*, Superior Court of the State of California for the County of Ventura, Case No. 2023CUOE017859. Plaintiff initiated the Action by filing a Complaint against Defendant on December 15, 2023. Plaintiff filed a First Amended Complaint against Defendant in the Action on February 20, 2024.
- 1.2 “Administrator” means APEX Class Action Administration, the neutral, third-party entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid, from the Gross Settlement Amount, to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employees” means all non-exempt employees employed by Defendant in California at any time during the PAGA Period, and shall include even those employees who entered into a general release agreement with Defendant upon the separation of their employment.
- 1.5 “Class” means all non-exempt employees of Defendant in California at any time during the Class Period, except for the Prior Releasees.
- 1.6 “Class Counsel” means Fawn F. Bekam, Jacquelyn Silva, and Desiree Ruiz Alfaro of Abramson Labor Group.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated, from the Gross Settlement Amount, to be paid to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means a list in Excel or similar format containing Class Member identifying information contained in Defendant’s records. For each Class Member, the Class Data shall include including the Class Member’s: name; employee ID number; last-known mailing address; Social Security number or other Taxpayer Identification Number; number of Workweeks worked during the Class Period; and number of PAGA Pay Periods worked during the PAGA Period; and an indication of whether the Class Member entered into a severance agreement with Defendant upon the separation of their employment.

- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 “Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11 “Class Notice” means the document entitled, “COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL,” to be mailed to Class Members with both English and Spanish translation (without material variation). The Class Notice is attached as Exhibit A to this Agreement, and incorporated by reference herein.
- 1.12 “Class Period” means the period from and including January 1, 2023 through and including April 16, 2026.
- 1.13 “Class Representative” means the named Plaintiff in the operative complaint in the Action, who is seeking Court approval to serve as a Class Representative.
- 1.14 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of California, County of Ventura.
- 1.16 “Defendant” means the named Defendant Dairy Farmers of America, Inc.
- 1.17 “Defense Counsel” means Aaron H. Cole and Catherine L. Brackett of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
- 1.18 “Effective Date” means the date on which the Judgment becomes final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Gross Settlement Amount” means \$330,000.00, which is the total amount Defendant agrees to pay under the Settlement, in addition to the employer’s share of any payroll taxes that may be owed on the wage portion of each Individual Class Payment, which Defendant agrees to pay in addition to the Gross Settlement Amount. The Gross

Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses Payment.

- 1.22 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked by the Class Member, in proportion to the total number of Workweeks worked by all Participating Class Members, during the Class Period.
- 1.23 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of the 25% of the PAGA Penalties that will be paid to the Aggrieved Employees for the settlement of the PAGA claims alleged in the Action. Each Individual PAGA Payment will be calculated according to the number of PAGA Pay Periods worked by the Aggrieved Employee, in proportion to the total number of PAGA Pay Periods worked by all Aggrieved Employees, during the PAGA Period.
- 1.24 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.25 “LWDA” means the California Labor and Workforce Development Agency.
- 1.26 “LWDA PAGA Payment” means the 75% of the PAGA Penalties that will be paid to the LWDA, under Labor Code section 2699, subd. (i), for the settlement of the PAGA claims alleged in the Action.
- 1.27 “Net Settlement Amount” means the amount remaining from the Gross Settlement Amount, after subtracting the following payments in the amounts approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.28 “Non-Participating Class Member” means any Class Member who opts out of the Class Settlement by sending the Administrator a valid and timely Request for Exclusion. Non-Participating Class Members will remain Aggrieved Employees, and will receive any Individual PAGA Payment owed, regardless of whether they opt out of the Class Settlement.
- 1.29 “PAGA Pay Period” means any biweekly pay period during the PAGA Period in which an Aggrieved Employee worked for Defendant as a non-exempt employee within California on at least one day.
- 1.30 “PAGA Period” means the period from and including January 1, 2023 through and including April 16, 2026.
- 1.31 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).

- 1.32 “PAGA Notice” means Plaintiff’s December 14, 2023 letter to Defendant and the LWDA providing notice of Plaintiff’s intent to pursue claims under PAGA pursuant to Labor Code section 2699.3, subd.(a).
- 1.33 “PAGA Penalties” means \$27,900.00, which is the total amount that will be paid, from the Gross Settlement Amount, for the Individual PAGA Payments and the LWDA PAGA Payment, for the settlement of the PAGA claims alleged in the Action. The PAGA Penalties shall be allocated 25% to the Aggrieved Employees as the Individual PAGA Payments (which shall total \$6,975.00), and 75% to LWDA for the LWDA PAGA Payment (which shall total \$20,925.00).
- 1.34 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.35 “Plaintiff” means Leon Oden, the named plaintiff in the Action.
- 1.36 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.37 “Prior Releasees” means the non-exempt employees of Defendant in California at any time during the Class Period who entered into general release agreements with Defendant when their employment was separated due to the closure of Defendant’s facility in Ventura, California during the Class Period. Defendant represents that there are 70 total Prior Releasees.
- 1.38 “Released Class Claims” means the claims being released as described in Section 6 below.
- 1.39 “Released PAGA Claims” means the claims being released as described in Section 7 below.
- 1.40 “Released Parties” means Defendant Dairy Farmers of America, Inc. and each of its former, present, and future directors, officers, shareholders, owners, members, managers, employees, agents, representatives, attorneys, insurers, predecessors, successors, assigns, parent companies, subsidiaries, and affiliates.
- 1.41 “Request for Exclusion” means a Class Member’s submission of a valid written request, signed by the Class Member, to be excluded from the Class Settlement.
- 1.42 “Response Deadline” means 60 days after the Administrator mails the Class Notice, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion, (b) fax, email, or mail objections to the Settlement, or (c) fax, email, or mail a challenge to the number of Workweeks allocated to the Class Member in the Class Notice. Class Members to whom Class Notices are re-mailed, after having been returned as undeliverable to the Administrator, shall have their deadline extended an additional 14 calendar days beyond the Response Deadline.
- 1.43 “Settlement” means the disposition of the Action effectuated by this Agreement and the Judgment.

- 1.44 “Workweek” means any week during the Class Period in which a Class Member worked for Defendant as a non-exempt employee within California on at least one day.

2. **RECITALS.**

- 2.1 On December 15, 2023, Plaintiff commenced this Action by filing a Complaint, in the Superior Court of the State of California for the County of Ventura, alleging causes of action against Defendant for: (1) failure to pay overtime wages (Lab. Code §§ 204, 510, 558, 1194, and 1198); (2) failure to pay meal period premiums at the regular rate of compensation (Lab. Code §§ 226.7 and 1198); (3) wage statement violations (Lab. Code § 226, *et seq.*); (4) waiting time penalties (Lab. Code §§ 201-203); and (5) unfair competition (Bus. & Prof. Code § 17200, *et seq.*) (the “Complaint”). On February 20, 2024, Plaintiff filed the First Amended Complaint in the Action, asserting the same claims and theories as the Complaint and adding a cause of action for civil penalties under the Private Attorneys General Act (Lab. Code § 2698, *et seq.*) (the “First Amended Complaint”).
- 2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice of his intent to assert the PAGA claims alleged in the Operative First Amended Complaint in the Action through Plaintiff’s December 14, 2023 PAGA Notice to Defendant and the LWDA.
- 2.3 On June 3, 2025, the Parties participated in an all-day mediation presided over by mediator Henry Bongiovi, Esq. Although the Parties did not reach a settlement at mediation, the mediator continued to work with the Parties, which led to this Agreement to settle the Action.
- 2.4 The Court has not granted class certification.

3. **MONETARY TERMS.**

- 3.1 Gross Settlement Amount. Defendant promises to pay \$330,000.00 and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions (as defined below) of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) before the deadline stated in Section 4.2. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to 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:
- 3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$5,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and an Aggrieved

Employee). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for the Class Representative Service Payment. If the Court approves a Class Representative Service Payment in an amount less than that requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will report the Class Representative Service Payment through IRS Form 1099. Plaintiff assumes full responsibility and liability for any taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, meaning not more than \$110,000.00, and a Class Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendant will not oppose requests for these payments, provided they do not exceed these amounts. As part of the Motion for Final Approval, Plaintiff and/or Class Counsel will seek Court approval of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. In support of the request for the Class Counsel Litigation Expenses Payment, Class Counsel agrees to submit a cost ledger, listing each expense incurred during the Action. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment in an amount less than that requested, the Administrator will retain the remainder in the Net Settlement Amount. The Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will report the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment through IRS Form 1099. Class Counsel assumes full responsibility and liability for any 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 Administrator Expenses Payment not to exceed \$8,490.00, except upon a showing of good cause, and as approved by the Court. To the extent the actual Administration Expenses, or those awarded by the Court, are less than \$8,490.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment, which the Administrator shall calculate 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 during the Class Period.

3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The

Wage Portions are subject to tax withholding and will be reported on IRS Form W-2. In addition to the Gross Settlement Amount, Defendant agrees to pay the employer's share of any payroll taxes that may be owed on the Wage Portion of each Individual Class Payment. The remaining 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings, and will be reported on IRS Form 1099. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$27,900.00 to be paid from the Gross Settlement Amount, with 75% (\$20,925.00) allocated to the LWDA PAGA Payment and 25% (\$6,975.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$6,975.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods worked during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties in an amount less than that requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS Form 1099.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1 Class Size Estimates. Based on a review of its records to date, Defendant estimates that there are 228 Class Members who collectively worked a total of 17,747 Workweeks during the Class Period, and that there are 298 Aggrieved Employees who collectively worked a total of 10,656 PAGA Pay Periods during the PAGA Period.

4.2 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant's

share of any payroll taxes owed on the Wage Portions of each Individual Class Payment, by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

- 4.3 Payments from the Gross Settlement Amount. Within 7 days after Defendant funds the Gross Settlement Amount plus any payroll taxes owed on the Wage Portions of the Individual Class Payments, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
 - 4.3.1 The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date when the check will be voided, which shall be a date not less than 180 days from the date of mailing. 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 the Class Notice was returned as undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom the Class Notice was returned as undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.3.2 The Administrator must conduct an Address Search for all other Class Members and Aggrieved Employees whose checks are returned as undelivered and who do not have a United States Postal Service ("USPS") forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided, or to an address ascertained through the Address Search. 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, as requested by the Class Member or Aggrieved Employee before the void date.
 - 4.3.3 For any Class Member whose Individual Class Payment check, and 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 checks to the California Controller's Unclaimed Property Fund in the name of the Class Member or Aggrieved Employee, thereby

leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

- 4.3.4 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.

5. PLAINTIFF’S GENERAL RELEASE, CLAIMS NOT RELEASED, AND RELATED PROVISIONS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds the employer’s share of any payroll taxes owed on the Wage Portions of the Individual Class Payments, Plaintiff will provide the following release to the Released Parties:

- 5.1 As part of the consideration for Defendant’s payment of the Gross Settlement Amount, Plaintiff shall provide a general release of all claims, whether known or unknown, that Plaintiff has or may have against Defendant and/or any of the Released Parties arising out of Plaintiff’s employment relationship with Defendant and/or the separation thereof and based upon conduct allegedly occurring before Plaintiff executes this Agreement, including but not limited to all claims alleged or which reasonably could have been alleged based on the facts and theories contained in the Operative First Amended Complaint and in Plaintiff’s PAGA Notice, and specifically excluding claims which cannot be released as a matter of law (including those specified in Section 5.4).
- 5.2 Except as to claims specified in Section 5.4, for and in consideration of the promises contained herein, and specifically in exchange for the Gross Settlement Amount, as of the Effective Date, Plaintiff forever and fully releases and discharges the Released Parties of and from any and all sums of money, accounts, claims, interests, demands, contracts, actions, debts, controversies, agreements, damages, losses, and causes of action whatsoever, of whatever kind or nature, whether known or unknown, suspected or unsuspected, which he now owns, holds, has, or claims to own, hold, or have, and all causes of action therefrom, including but not limited to any and all matters arising from Plaintiff’s employment relationship with Defendant and/or the separation thereof (“Plaintiff’s Released Claims”). Plaintiff understands and agrees that, with the exception of any claims which cannot be released as a matter of law (including those specified in Section 5.4), in exchange for the promises contained in this Agreement, Plaintiff is releasing and will not pursue all, whether known or unknown, claims, promises, causes of action, suits, or similar rights of any type (in law or in equity) that Plaintiff may have with respect to any of the Released Parties arising out of Plaintiff’s employment relationship with Defendant and/or the separation thereof based upon conduct allegedly occurring prior to Plaintiff’s execution of this Agreement.
- 5.3 **Unknown Claims.** Plaintiff understands that among the claims that he agrees to release through this Agreement are claims that he may not know about, and Plaintiff expressly agrees that he voluntarily intends to forever release and discharge those claims. Plaintiff acknowledges that he may discover facts or law different from, or in addition to, the facts or law that he knows or believes to be true with respect to the

claims released in this Agreement. Plaintiff agrees, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery of them.

Plaintiff expressly acknowledges that he has been advised of and is familiar with the provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

“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.”

Being aware of the above Code section (Civil Code Section 1542), Plaintiff expressly waives any rights he may have thereunder, as well as under any other statutes or common law principles of similar effect. Thus, notwithstanding the provisions of Section 1542, and to implement a full and complete release and discharge of Plaintiff's Released Claims, Plaintiff expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in his favor at the time of signing this Agreement, and that this Agreement contemplates the extinguishment of any such claims.

- 5.4 **Limitations.** Plaintiff is not waiving any rights Plaintiff may have to: (i) Plaintiff's own vested accrued employee benefits under Defendant's health, welfare, or retirement benefits plans as of the date Plaintiff executes this Agreement; (ii) benefits or rights to seek benefits under applicable workers' compensation or unemployment insurance or indemnification statutes; (iii) pursue claims which, by law, cannot be waived by signing this Agreement; and (iv) bring an action to enforce or challenge the validity of this Agreement. Nothing in this Agreement is intended to prohibit Plaintiff from filing a claim with a federal, state, or local government agency responsible for enforcing a law on behalf of the government, such as the Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board, the Securities and Exchange Commission, or their state or local equivalents, or any other federal, state, or local governmental agency or commission. However, to the maximum extent permitted by law and expressly excluding Plaintiff's participation in any federal whistleblower programs, Plaintiff agrees that if such an administrative claim is made, Plaintiff shall not be entitled to recover any individual monetary relief or other individual remedies. Plaintiff understands that this Agreement does not limit Plaintiff's ability to communicate with any government agency or otherwise participate in any investigation or proceeding that may be conducted by any government agency, including concerning alleged criminal conduct or sexual harassment when Plaintiff has been required or requested to attend the proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature. Plaintiff understands that this Agreement is not intended to prevent Plaintiff from reporting any possible violations of federal law

or regulation or potentially fraudulent or suspicious activity, or from revealing the existence of this Agreement and its underlying facts and circumstances, to any government agency or entity including but not limited to the Department of Justice, the Securities and Exchange Commission, Congress, and any Inspector General, or equivalent state governmental actor or entity; or from making any other disclosures while responding to government inquiries or which are protected under the whistleblower provisions of federal or state law or regulation. Plaintiff further understands that the terms of confidentiality of this Agreement are limited by Sections 13.2 and 13.13, herein.

6. RELEASE BY PARTICIPATING CLASS MEMBERS. As of the Effective Date and the date when Defendant fully funds the entire Gross Settlement Amount and funds the employer's share of any payroll taxes owed on the Wage Portions of the Individual Class Payments, the Participating Class Members will provide the following release to the Released Parties:

6.1 Plaintiff and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors, and assigns, will release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative First Amended Complaint based upon alleged conduct occurring during the Class Period, including: (a) any and all claims involving any alleged failure to pay all overtime wages owed and/or to correctly calculate and pay all overtime wages owed at the correct regular rate of pay, in violation of Lab. Code §§ 204, 510, 558, 1194, and/or 1198; (b) any and all claims involving any alleged failure to provide all meal periods owed and/or to correctly calculate and pay all meal period premiums owed at the correct regular rate of pay, in violation of Lab. Code §§ 226.7 and/or 1198; (c) any and all claims involving any alleged failure to provide complete, timely, and/or accurate itemized wage statements, in violation of Lab. Code § 226, *et seq.*; (d) any and all claims involving any alleged failure to timely pay all wages due upon separation of employment, in violation of Lab. Code §§ 201, 202, and/or 203; (e) unfair business practices, in violation of Bus. & Prof. Code § 17200, *et seq.*, premised on the claims, causes of action, or legal theories of relief described above or on any of the claims, causes of action, or legal theories of relief pleaded in the operative First Amended Complaint in the Action, except those described in Section 7 herein; (i) any other claims or penalties under the wage and hour laws pleaded in the operative First Amended Complaint in the Action, except those described in Section 7 herein; and (j) all damages, penalties, interest, and other amounts recoverable under said claims, causes of action, or legal theories of relief in the Action, except those described in Section 7 herein (collectively, the "Released Class Claims"). The period of the Release shall extend to the limits of the Class Period. The res judicata effect of the Judgment will be the same as that of the Release. Except as set forth in Section 7 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, Social Security, or workers' compensation, or claims based on alleged events occurring outside the Class Period.

6.2 Participating Class Members (meaning those who do not submit a timely or valid Request for Exclusion from the Settlement Class) will waive and release the Released Parties from all claims, rights, demands, damages, liabilities, and causes of action, in law or in equity, arising at any time during the Class Period for the claims brought by Plaintiff on behalf of the Class in the Action, or that could have been brought by Plaintiff on behalf of the Class in the Action based on the allegations made by Plaintiff on behalf of the Class in the Action.

7. **RELEASE BY PLAINTIFF, THE STATE OF CALIFORNIA, AND THE AGGRIEVED EMPLOYEES.** As of the Effective Date and the date when Defendant fully funds the entire Gross Settlement Amount and funds the employer's share of any payroll taxes owed on the Wage Portions of the Individual Class Payments, the following release will be provided to the Released Parties:

7.1 The Parties agree that, in consideration for Defendant's payment of the PAGA Penalties, Plaintiff and the State of California will release the Released Parties from all claims and legal theories for civil penalties under PAGA, arising during the PAGA Period, based on the facts and/or legal theories which are or could reasonably have been alleged in the Operative First Amended Complaint and/or in Plaintiff's PAGA Notice, including all claims for civil penalties, under PAGA (Lab. Code § 2698, *et seq.*) based upon the following claims, causes of action, and theories of liability: (a) any and all claims involving any alleged failure to pay all overtime wages owed and/or to correctly calculate and pay all overtime wages owed at the correct regular rate of pay, in violation of Lab. Code §§ 204, 510, 558, 1194, and/or 1198; (b) any and all claims involving any alleged failure to provide all meal periods owed and/or to correctly calculate and pay all meal period premiums owed at the correct regular rate of pay, in violation of Lab. Code §§ 226.7 and/or 1198; (c) any and all claims involving any alleged failure to provide complete, timely, and/or accurate itemized wage statements, in violation of Lab. Code § 226, *et seq.*; and (d) any and all claims involving any alleged failure to timely pay all wages due upon separation of employment, in violation of Lab. Code §§ 201, 202, and/or 203 (collectively, the "Released PAGA Claims"). The Parties agree that Plaintiff, the Aggrieved Employees, and the State of California will be bound by the Court's Judgment approving the settlement of the Released PAGA Claims.

8. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiff agrees to file a motion for preliminary approval of the class action and PAGA settlement ("Motion for Preliminary Approval"), to be jointly prepared by the Parties, as set forth below. The Motion for Preliminary Approval shall comply with the Court's current checklist for Preliminary Approvals.

8.1 **Defendant's Declaration in Support of Preliminary Approval.** Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed declaration from Defendant and Defense Counsel disclosing any facts relevant to any actual or potential conflicts of interest with the Administrator.

8.2 **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 an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (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 “not to exceed” 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 his willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members; (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, subd. (a)), Operative First Amended Complaint (Lab. Code, § 2699, subd. (l)(1)), and the Agreement (Lab. Code, § 2699, subd. (l)(2))); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and/or 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.

- 8.3 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; 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.
- 8.4 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.

9. SETTLEMENT ADMINISTRATION.

- 9.1 Selection of Administrator. The Parties have jointly selected APEX Class Action Administration to serve as the Administrator and have verified that, as a condition of appointment, APEX Class Action Administration agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of 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.

- 9.2 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.
- 9.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 9.4 Notice to Class Members.
 - 9.4.1 No later than 14 days after the Court grants Preliminary Approval, Defendant will deliver the Class Data to the Administrator, in a Microsoft Excel spreadsheet or a similar electronic format. To protect Class Members’ privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for the purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator’s employees who need access to effectuate and perform the terms and conditions of this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information, and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use their respective best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. No later than 3 business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.
 - 9.4.2 Using best efforts to perform as soon as possible, and in no event later than 10 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice with both English and Spanish translations, 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 Payments and Individual PAGA Payments (if applicable) payable to the Class Member , and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
 - 9.4.3 Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send the Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

- 9.4.4 For Class Members whose Class Notice is re-mailed after it has been returned as undeliverable, the deadline for the Class Member's written objections, challenges to Workweeks, and Requests for Exclusion will be extended an additional 14 calendar days beyond the Response Deadline. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 9.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received the Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement by the later of: (a) 14 days after receipt of the Class Notice, or (b) the deadline stated in the Class Notice.

9.5 Requests for Exclusion (Opt-Outs).

- 9.5.1 Class Members who wish to exclude themselves (opt out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (or other deadline stated in the Class Notice or the re-mailed Class Notice, as provided in this Agreement). A "Request for Exclusion" is a letter from a Class Member or the Class Member's representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline (or other deadline stated in the Class Notice or the re-mailed Class Notice, as provided in this Agreement).
- 9.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 9.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Section 6 of this Agreement,

regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

9.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Section 7 of this Agreement and are eligible to receive an Individual PAGA Payment.

9.6 Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (or other deadline stated in the Class Notice or the re-mailed Class Notice, as provided in this Agreement) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. The Administrator has the authority to address any Class Member challenges to the number of Workweeks and/or PAGA Pay Periods, and to make final decisions to such challenges consistent with the terms of this Agreement. 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 if they are consistent with the Class Data. The Administrator's determination of each Class Member's number of Workweeks and/or PAGA Pay Periods is final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide to Defense Counsel and Class Counsel copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods and the Administrator's determination of each challenge.

9.7 Objections to Settlement.

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

9.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail, no later than the Response Deadline (or other deadline stated in the Class Notice or the re-mailed Class Notice, as provided in this Agreement). Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing.

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

- 9.8 Administrator Duties. The Administrator has a duty to perform all tasks assigned to the Administrator under this Agreement and any additional tasks that the Court may order the Administrator to perform.
- 9.8.1 Website, Email Address, and Toll-Free Number. The Administrator will establish, maintain, and use a website to post information of interest to Class Members, including: the date, time, and location for the Final Approval Hearing; and copies of the Agreement, the Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Final Approval, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Members' calls, faxes, and emails.
- 9.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review, on a rolling basis, each Request for Exclusion to ascertain its validity and timeliness. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of the Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid or untimely Requests for Exclusion; and (c) copies of all Requests for Exclusion from the Settlement that the Administrator received (whether or not the Request for Exclusion was valid or timely).
- 9.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned as undelivered, Requests for Exclusion (whether or not the Request for Exclusion was valid or timely) received, 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 and timeliness of each Request for Exclusion and must attach copies of all Requests for Exclusion and objections received.
- 9.8.4 Administrator's Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide, to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Class Notices, the Class Notices that were returned as undelivered, the re-mailing of the Class Notices that were returned as undelivered, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid and timely or untimely), and the number of written objections received. The declaration shall attach the Exclusion List. The Administrator will supplement its declaration as needed

or as requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

9.8.5 Final Report by Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements, by employee identification number only, of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

10. **ESCALATOR CLAUSE**. If the total number of Workweeks during the Class Period exceeds 17,747 by more than 10% (*i.e.*, if the total number of Workweeks during the Class Period exceeds 19,522), the Gross Settlement Amount will increase in proportion with the percentage of the increase above 19,522 Workweeks during the Class Period. By way of illustration, if the number of Workweeks is 11% more than 17,747 during the Class Period, the Gross Settlement Amount shall increase by 1%, meaning by \$3,300.

11. **MOTION FOR FINAL APPROVAL**. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file, in Court, a motion for final approval of the class action Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order, and a proposed Judgment (collectively, the "Motion for Final Approval").

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

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

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

- 11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, 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, and extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service 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.
12. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.
13. **ADDITIONAL PROVISIONS.**
- 13.1 No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor is it intended to be, nor should it be construed as, an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant Preliminary Approval, does not grant Final Approval, and/or does not enter Judgment, then: (1) Defendant reserves the right to contest certification of any class for any reasons, (2) Defendant reserves all available defenses to the claims in the Action, and (2) Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement, and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 13.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense Counsel each agree that, until the Motion for Preliminary Approval is

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

- 13.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement or to appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement, 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.
- 13.5 Attorney Authorization. Class Counsel and Defense Counsel each 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 the terms of this Agreement, and to execute any other documents reasonably required to effectuate the terms of this Agreement, including any amendments to this Agreement.
- 13.6 Cooperation. The Parties and their respective counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement and 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 or the Court for resolution.
- 13.7 No Prior Assignments. The Parties each 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.

- 13.8 No Tax Advice. Neither Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, and nothing in this Settlement shall be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only through an express written instrument signed by all Parties and approved by the Court.
- 13.10 Agreement Binding on Successors. This Agreement will be binding upon, and will inure to the benefit of, the successors of each of the Parties.
- 13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without regard to conflict-of-law principles.
- 13.12 Cooperation in Drafting. The Parties have mutually cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered, during the Action and through this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel or the Administrator by Defendant or Defense Counsel in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or the California Rules of Court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final payout of all Settlement funds, Plaintiff and Class Counsel shall destroy all paper and electronic versions of Class Data received from Defendant or Defense Counsel unless, before the Court's discharge of the Administrator's obligation, Defendant or Defense Counsel makes a written request to Class Counsel for the return, rather than the destruction, of the Class Data.
- 13.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only, and does not constitute a part of this Agreement.
- 13.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or a legal holiday, such date or deadline shall be on the first business day thereafter.

- 13.17 Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and shall be deemed to have been duly given as of the third business day after if mailing by United States mail, or as of the day sent if by email or courier, using the contact information provided below:

To Plaintiff:

ABRAMSON LABOR GROUP

Fawn F. Bekam
fawn@abramsonlabor.com
Lisa B. Iturriaga
lisa.i@abramsonlabor.com
Jacquelyn Silva
jackie.silva@abramsonlabor.com
Desiree Ruiz Alfaro
desiree.ruizalfaro@abramsonlabor.com
1700 W Burbank Blvd
Burbank, CA 91506
Telephone: (213) 493-6300
Facsimile: (213) 336-3704

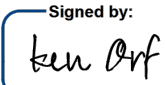
To Defendant:

Aaron H. Cole
aaron.cole@ogletree.com
Catherine L. Brackett
catherine.brackett@ogletree.com
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
400 South Hope Street, Suite 1200
Los Angeles, CA 90071
Tel: (213) 457-5861

- 13.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (for example, through DocuSign), or by email, any of 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 exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 13.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree, pursuant to Code of Civil Procedure section 583.330, upon the signing of this Agreement, to extend the date to bring the Action to trial under Code of Civil Procedure section 583.310 until after the conclusion of this settlement process.

FOR DAIRY FARMERS OF AMERICA, INC.

Dated: 21-Aug-2026

Signed by: 
Signed: EA001E75422C470...

By: Ken Orf

Its: President - Cheese, Taste and Flavors

Dated: _____

PLAINTIFF

Leon Oden

Dated: _____

ABRAMSON LABOR GROUP

Fawn F. Bekam
Lisa B. Iturriaga
Jacquelyn Silva
Desiree Ruiz Alfaro
Attorneys for Plaintiff Leon Oden

Dated: August 24, 2026

**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**



Aaron H. Cole
Catherine L. Brackett
Attorneys for Defendant Dairy Farmers of America, Inc.

FOR DAIRY FARMERS OF AMERICA, INC.

Dated: _____

Signed: _____

By: _____

Its: _____

Dated: 08 / 11 / 2026

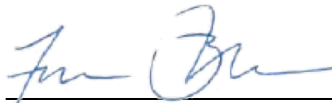
PLAINTIFF



Leon Oden

Dated: 08/11/2026

ABRAMSON LABOR GROUP



Fawn F. Bekam
Lisa B. Iturriaga
Jacquelyn Silva
Desiree Ruiz Alfaro
Attorneys for Plaintiff Leon Oden

Dated: _____

**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**

Aaron H. Cole
Catherine L. Brackett
Attorneys for Defendant Dairy Farmers of America, Inc.

