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FILED
Superior Court of California
County of Los Angeles

11/18/2025

David W. Slayton, Executive Officer / Clerk of Court

By: M. Carino Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

STEPHANIE DALEY, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

ACOSTA SALES AND MARKETING INC.,
a Delaware corporation; ACOSTA, INC., a
Florida corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 24STCV09466

Assigned for All Purposes to:
Honorable Gary D. Roberts
Department 73

AMENDED [~~PROPOSED~~] ORDER
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT OF 2004
(LABOR CODE § 2698, ET SEQ.)
SETTLEMENT AGREEMENT

Hearing Date: November 14, 2025
Hearing Time: 8:30 a.m.
Hearing Place: Department 73

Complaint Filed: April 15, 2024
Trial Date: January 26, 2026

1 This matter has come before the Honorable Gary D. Roberts on Plaintiff Stephanie
2 Daley's ("Plaintiff") Motion for Approval of Private Attorneys General Act (Labor Code 2698, et
3 seq.) ("PAGA") Settlement Agreement. This Court reviewed the papers submitted by Plaintiff in
4 support of approval of the Settlement Agreement ("Settlement Agreement," "Settlement," and
5 "Agreement") pursuant to Labor Code section 2698, et seq. (Private Attorneys General Act of
6 2004 ("PAGA")). The Settlement Agreement is attached hereto as **Exhibit 1**. Based upon this
7 review, the Court finds good cause to enter this Order.

8 **FINDINGS:**

9 Unless otherwise specified, defined terms in this Order have the same definition as the
10 terms in the Settlement Agreement

11 The Court has jurisdiction over the subject matter of this litigation brought by Plaintiff,
12 individually and in the capacity as the private attorney general proxy or agent of the State of
13 California, against Defendants Acosta Sales and Marketing Inc., Acosta Inc., and Acosta
14 Employee Holdco, LLC ("Defendant").

15 Pursuant to Labor Code section 2699.3, on January 24, 2024, Plaintiff submitted a
16 written notice to the California Labor and Workforce Development Agency ("LWDA") and
17 Defendant to notify the LWDA and Defendant of the alleged Labor Code violations.

18 On April 15, 2024, Plaintiff filed this representative PAGA action against Defendant,
19 individually and on behalf of California and all Settlement Group Members.

20 After engaging in discovery, investigations, and negotiations, on February 5, 2025, the
21 Parties attended mediation that eventually resulted in the settlement of this matter via a
22 mediator's proposal.

23 The Parties expressly acknowledge that the Settlement Agreement is entered solely for the
24 purpose of compromising the significantly disputed PAGA claim and that nothing contained
25 therein is an admission of liability or wrongdoing by Defendant.

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1 The Court finds that the Settlement Agreement was entered in good faith. The Court
2 finds that the Parties have satisfied the standards and applicable requirements for the approval of
3 a settlement of the PAGA claim.

4 Pursuant to Labor Code sections 2699(l)(2) and (l)(4), the Court finds that the
5 LWDA was given timely notice of the Agreement. On June 20, 2025, Plaintiff submitted a
6 Notice of Settlement to the LWDA, attached to which was a copy of the Agreement.

7 Having reviewed the evidence and papers submitted and considered any argument of
8 counsel, the Court grants the motion and approves the terms of the settlement as set forth in the
9 Settlement under Labor Code section 2699(l)(2) as fair, adequate, and reasonable.

10 IT IS ORDERED THAT:

11 1. The “Settlement Group Members” are defined as all current and former
12 hourly-paid or non-exempt employees of Defendant within the State of California at any time
13 during the period from February 9, 2023, through April 4, 2025 (“Settlement Group,”
14 “Settlement Group Members,” and “Settlement Period”).

15 2. ILYM Group, Inc. is appointed as the Settlement Administrator.

16 3. Defendant shall pay the Gross Settlement Amount of \$1,500,000 in
17 accordance with the Settlement Agreement.

18 4. The Court approves the: (a) Attorneys’ Fees Award of up to \$525,000
19 (35% of the Gross Settlement Amount) to Plaintiff’s Counsel; (b) Litigation Costs Award of
20 \$14,971.09 to Plaintiff’s Counsel; (c) Enhancement Payments of up to \$10,000 to Plaintiff; and (d)
21 Administration Costs of up to \$15,000 to the Settlement Administrator, all payable from the Gross
22 Settlement Amount. The Court finds the amounts requested are fair and reasonable.

23 5. After deducting the above-mentioned payments, the balance of the
24 settlement amount will be \$935,028.91 (“PAGA Penalties Fund”). Under the terms of the
25 Settlement Agreement, seventy-five percent (75%) of the PAGA Penalties Fund (\$701,271.68)
26 will be paid to the LWDA (“LWDA Payment”), and the remaining twenty-five percent (25%) of
27 the PAGA Penalties Fund (\$233,757.23) will be paid to the Settlement Group Members
28 (“Individual Settlement Awards”) using the formula set forth in the Settlement Agreement.

1 6. The Court authorizes the Settlement Administrator to calculate and pay the
2 Individual Settlement Awards in accordance with the terms set forth in the Settlement.

3 7. Within fourteen (14) calendar days of the Effective Date (defined in the
4 Agreement), Defendant shall provide the Settlement Administrator a list of Settlement Group
5 Members': (a) Social Security numbers; (b) last known addresses; (c) telephone numbers, if
6 available; and (d) number of pay periods worked during the Settlement Period.

7 8. Within fourteen (14) calendar days of the Effective Date, Defendant shall
8 deposit the Gross Settlement Amount into the qualified settlement fund created by the
9 Settlement Administrator.

10 9. Within fourteen (14) calendar days of the funding of the Gross Settlement
11 Amount, the Settlement Administrator will disburse the payments set forth herein to the
12 appropriate entities or persons. The Settlement Administrator shall first obtain approval of the
13 calculations from all counsel before disbursing the payments.

14 10. Checks sent to Settlement Group Members will remain negotiable for one
15 hundred eighty (180) calendar days after the date of their issuance ("Check Stale Date"). Any
16 checks sent to Settlement Group Members that are not cashed, deposited, or negotiated after the
17 Check Stale Date will be void. The amount of uncashed checks sent to Settlement Group
18 Members will be directed to the California State Controller for deposit in the Unclaimed
19 Property Fund in the name of the employee.

20 11. Any checks sent to the Settlement Group that are returned as undeliverable
21 on or before the Check Stale Date will be sent promptly via regular First-Class U.S. Mail to the
22 forwarding address affixed thereto. If no forwarding address is provided, the Settlement
23 Administrator will attempt to determine the correct address using a skip trace or other reasonable
24 method and will then perform a single remailing.

25 12. Any Settlement Group Member who cannot be located after the above
26 procedures are followed will continue to be bound by the Agreement. The funds associated with
27 such Individual Settlement Awards will still be directed to the California State Controller for
28 deposit in the Unclaimed Property Fund in the Settlement Group Members' names.

1 13. The Court approves, as to form and content, the explanatory letter to be
2 mailed to the Settlement Group Members attached as **Exhibit A** to the Agreement. Each
3 Individual Settlement Award check will be accompanied by a copy of the explanatory letter to the
4 Settlement Group Members in English and Spanish.

5 14. The Released Parties include Defendant and its former and present parents,
6 subsidiaries, affiliates, divisions, corporations in common control, predecessors, successors, and
7 assigns, as well as all past and present officers, directors, employees, partners, shareholders and
8 agents, attorneys, insurers, and any other successors, assigns, or legal representatives, if any
9 (“Released Parties”).

10 15. Upon Defendant’s funding of the Gross Settlement Amount, Plaintiff,
11 LWDA, and all Settlement Group Members are deemed to release, on behalf of themselves and
12 their former and present representatives, agents, attorneys, heirs, administrators, successors, and
13 assigns, the Released Parties from all claims for PAGA penalties that were alleged, or could
14 have been alleged, based on the facts stated in the operative complaint and PAGA Notice that
15 occurred during the Settlement Period.

16 16. Upon Defendant’s funding of the Gross Settlement Amount, Plaintiff and
17 her former and present spouses, representatives, agents, attorneys, heirs, administrators,
18 successors, and assigns generally release and discharge the Released Parties from all claims,
19 transactions, or occurrences that occurred during the Settlement Period. Plaintiff also expressly
20 waives and relinquishes the provisions, rights, and benefits, if any, of Civil Code section 1542.

21 17. Plaintiff’s compliance with the notice procedures described in the
22 Settlement Agreement shall constitute due and sufficient notice to the LWDA and shall be
23 deemed to satisfy any requirement of due process. Nothing else shall be required of, or done by, the
24 Parties, Plaintiff’s Counsel, or Defendant’s counsel to provide notice of the settlement.

25 18. Pursuant to Code of Civil Procedure section 664.6, the Court shall fully
26 retain continuing jurisdiction over this matter and the Parties necessary to enforce and effectuate the
27 terms and intent of the Settlement Agreement.

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1 19. Nothing in this Order or Settlement Agreement shall be construed as
2 evidence of an admission or concession by any of the Parties. This Order and Settlement
3 Agreement only represent a compromise of significantly disputed allegations.

4 20. Plaintiff's Counsel will not seek or be entitled to any attorneys' fees and/or
5 expenses related to the claims encompassed by the Agreement other than those set forth above.

6 21. Pursuant to Labor Code section 2699(1)(3) and (1)(4), within ten (10)
7 calendar days of entry of this Order, Plaintiff shall provide a copy of this Order to the LWDA.

8
9 **IT IS SO ORDERED.**

10
11 Dated: 11/18/2025



HONORABLE GARY D. ROBERTS
JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement,” “Settlement,” or “Agreement”) is made and entered by and between Plaintiff Stephanie Daley (“Plaintiff”) and Defendants Acosta Sales and Marketing Inc., Acosta Inc., and Acosta Employee Holdco, LLC (collectively, “Defendant”) to settle the action entitled *Stephanie Daley v. Acosta Sales and Marketing Inc., et al.* (Case No. 24STCV09466) (“Lawsuit”).¹ Plaintiff and Defendant are collectively referred to herein as the “Parties,” and each may be individually referred to herein as a “Party”.

RECITALS

This Agreement is made in consideration of the following facts:

- A. Plaintiff is a former hourly-paid, non-exempt employee of Defendant.
- B. Plaintiff contends that she suffered one or more Labor Code violations during her employment with Defendant and that she is an “aggrieved employee” under Private Attorneys General Act of 2004 (“PAGA”).
- C. On January 24, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the Labor Code she contends were violated and the theories supporting her contentions (“PAGA Notice”).
- D. On April 15, 2024, Plaintiff filed a representative PAGA action in the Superior Court of California, County of Los Angeles. The Lawsuit is predicated on the alleged: (1) failure to pay minimum and overtime wages; (2) failure to provide meal periods and rest breaks; (3) failure to timely pay wages during employment; (4) failure to timely pay wages upon termination; (5) failure to provide complete and accurate wage statements; (6) failure to maintain accurate records; and (7) failure to reimburse business expenses (“PAGA Claims”).
- E. After engaging in discovery, investigations, and negotiations, on February 5, 2025, the Parties remotely attended mediation with the mediator David Rotman. While the Parties did not initially settle at mediation, continued negotiation eventually resulted in the settlement of this Lawsuit via a mediator’s proposal, subject to the Court’s approval.

¹ In the preliminary stages of this Lawsuit, the Parties met and conferred and concluded that the proper defendant should be Acosta Employee Holdco, LLC. For settlement purposes only, Acosta Employee Holdco, LLC will be added to the collective definition of “Defendant” pursuant to an Amendment to Complaint. The addition of a named defendant in this Settlement Agreement shall not be an admission of liability as to any of the collective defendants regarding the PAGA Claims in the Lawsuit, but shall effectuate a complete and binding settlement of the PAGA Claims in the Lawsuit as to the Released Parties as defined in this Settlement Agreement.

F. Defendant denies all the allegations in the Lawsuit and any contention that it committed any misconduct, wrongdoing, or any other actionable conduct of any kind, including any violation of the Labor Code.

G. The Parties have each independently analyzed and investigated the facts and law relevant to the Lawsuit. Pursuant to discovery, Defendant produced documents and data, including, but not limited to, information pertaining to the employment policies, practices, and procedures implicated by the PAGA Claims. This included meal and rest breaks, overtime, timekeeping, and payroll policies, sampling of timekeeping and payroll records, wage statements, and summaries of data pertaining to the number of employees allegedly affected by the PAGA Claims. The Parties had ample opportunity to evaluate their positions on the merits of the claims asserted.

H. The Parties, Plaintiff's Counsel, and Defendant's counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement Agreement.

In consideration of the promises and agreements contained herein, the Parties agree to seek approval of the following settlement terms.

SETTLEMENT TERMS

1. **Court Approval of the Agreement.** Plaintiff will prepare all the documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (1)(2). This includes a: (a) Proposed Order Granting Approval of PAGA Settlement; (b) signed declaration from the Settlement Administrator: (i) attaching its "not to exceed" bid for administering the Settlement; (ii) attesting to its willingness to serve; competency; and operative procedures for protecting the security of the list of Settlement Group Members; (iii) amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; (iv) all facts relevant to any actual or potential conflicts of interest with Settlement Group Members or LWDA; and (v) nature and extent of any financial relationship with Plaintiff, Plaintiff's Counsel, or Defendant's counsel; (c) signed declaration from Plaintiff's Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents, operative complaint, and this Agreement; and (d) facts relevant to any actual or potential conflict of interest with Settlement Group Members and/or Settlement Administrator. In their declarations, Plaintiff and Plaintiff's Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

2. **Delivery of Agreement to the LWDA.** As required by Labor Code section 2699(1)(2), Plaintiff will cause this Agreement to be submitted to the LWDA at the same time that this Agreement is submitted to the Court for approval.

3. **Effective Date.** This Agreement shall become fully effective the later of the following: (a) within fourteen (14) calendar days after entry of court approval; (b) if there is an objection, intervention, or other procedure that can give rise to an appeal, then the expiration of the time to appeal without a timely appeal filed; and (c) if there is a timely appeal, then the disposition of the appeal and any further appeal, affirming approval of the Settlement.

4. **No Admission of Liability.**

(a) The Parties acknowledge and agree that this Agreement is the result of a compromise and settlement of disputed claims in the Lawsuit. Defendant denies all allegations made by Plaintiff in the Lawsuit and denies that it is liable or owes any damages, penalties, or other compensation or remedies to anyone regarding the PAGA Claims. Defendant denies any liability or wrongdoing of any kind in connection with Plaintiff's claims and contends that it complied in all respects with applicable state and federal laws and regulations. Defendant agreed to settle the Lawsuit on the terms and conditions set forth in this Agreement to avoid the burden, expense, and uncertainty of litigation.

(b) The Parties concur that this Agreement is a settlement document and shall be inadmissible for any purpose in any proceeding, except an action or proceeding to approve, interpret, or enforce the terms of this Agreement. The Parties agree that, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement.

5. **Settlement Group and Settlement Period.**

(a) **Settlement Group and Settlement Group Members.** This Agreement shall include all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the Settlement Period.

(b) **The Settlement Period.** This Agreement shall cover the period from February 9, 2023, through April 4, 2025 ("Settlement Period").

(i) Defendant estimates that there are about 1,308 Settlement Group Members that worked around 22,517 pay periods during the Settlement Period.

(ii) There will be no reversion to Defendant and no claims process for the Settlement Group Members to receive payment.

(iii) There will be no right of Settlement Group Members to opt out of or object to the Settlement.

6. **Settlement Administration.**

(a) The Parties will retain ILYM Group, Inc. to serve as the Settlement Administrator.

(b) The Settlement Administrator shall establish a qualified settlement fund pursuant to 26 U.S.C. section 486B, make all payments required by this Agreement, handle all required tax withholding and reporting related thereto to the extent necessary, and issue all appropriate tax forms to Plaintiff, Plaintiff's Counsel, Settlement Group, and LWDA resulting from the settlement payments under this Agreement.

7. **Settlement Payments.**

(a) **Gross Settlement Amount.** In consideration of, and subject to, the promises, terms, and conditions set forth in this Agreement, Defendant shall pay the maximum gross sum of \$1,500,000 (“Gross Settlement Amount”) in the manner and method set forth herein. Excluding the Escalator Clause, nothing in this Agreement shall require Defendant to pay, or make Defendant liable for, more than the Gross Settlement Amount to settle the Lawsuit and all claims alleged therein.

(b) **Allocation of Gross Settlement Amount.** The Gross Settlement Amount shall consist of the following: (i) award of attorneys’ fees to Plaintiff’s Counsel (“Attorneys’ Fees Award”); (ii) award of litigation costs and expenses to Plaintiff’s Counsel (“Litigation Costs Award”); (iii) enhancement payment to Plaintiff (“Enhancement Payment”); (iv) payment of settlement administration costs to the Settlement Administrator (“Administration Costs”); and (v) payments of civil penalties to the LWDA and Settlement Group (“PAGA Penalties Fund”).

(i) **Attorneys’ Fees Award.**

(A) Plaintiff’s Counsel may submit an application to the Court for the Attorneys’ Fees Award not to exceed \$525,000 (35% of the Gross Settlement Amount). Defendant will not oppose or object to this application. Defendant shall have no liability for attorneys’ fees except as provided for in this Agreement.

(B) Any Attorneys’ Fees Award approved by the Court will be paid out of the Gross Settlement Amount and shall constitute full and complete satisfaction of all claims Plaintiff may have for attorneys’ fees arising out of the Lawsuit through the Effective Date, including work not yet performed.

(C) This Agreement is not contingent upon the Court approving an Attorneys’ Fees Award in the amount set forth herein. This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve an Attorneys’ Fees Award that is less than the amount set forth herein. The Court’s refusal to approve the requested Attorneys’ Fees Award does not give Plaintiff, Settlement Group, or Plaintiff’s Counsel any basis to abrogate this Settlement.

(D) If any portion of the Attorneys’ Fees Award is not approved by the Court, only the approved amount shall be paid, and payment of that amount shall constitute satisfaction of Defendant’s obligations with respect to the Attorneys’ Fees Award. Any difference between the requested Attorneys’ Fees Award and Court-approved Attorneys’ Fees Award will become part of the PAGA Penalties Fund.

(ii) **Litigation Costs Award.**

(A) Plaintiff's Counsel may submit an application to the Court for the Litigation Costs Award as reimbursement of litigation costs and expenses incurred by Plaintiff's Counsel in connection with the Lawsuit not to exceed \$20,000. Defendant will not oppose or object to this application. Defendant shall have no liability for attorneys' costs except as provided for in this Agreement.

(B) Any Litigation Costs Award approved by the Court will be paid out of the Gross Settlement Amount and shall constitute full and complete satisfaction of all claims Plaintiff may have for litigation costs and expenses arising out of the Lawsuit through the Effective Date, including litigation costs and expenses not yet incurred.

(C) This Agreement is not contingent upon the Court approving a Litigation Costs Award in the amount set forth herein. This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve a Litigation Costs Award that is less than the amount set forth herein. The Court's refusal to approve the requested Litigation Costs Award amount does not give Plaintiff, Settlement Group, or Plaintiff's Counsel any basis to abrogate this Settlement.

(D) If any portion of the Litigation Costs Award is not approved by the Court, only the approved amount shall be paid, and payment of that amount shall constitute full satisfaction of Defendant's obligations with respect to the Litigation Costs Award. Any difference between the requested Litigation Costs Award and Court-approved Litigation Costs Award will become part of the PAGA Penalties Fund.

(iii) **Enhancement Payment.**

(A) Plaintiff may submit an application to the Court for the Enhancement Payment not to exceed \$10,000 for the time and effort and risk undertaken in bringing the Lawsuit. Defendant will not oppose or object to this application.

(B) This Agreement is not contingent upon the Court approving the Enhancement Payment in the amount set forth herein. This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve the Enhancement Payment in an amount less than the amount set forth herein. The Court's refusal to approve the Enhancement Payment as requested herein does not give Plaintiff, Settlement Group, or Plaintiff's Counsel any basis to abrogate this Settlement.

(C) If any portion of the Enhancement Payment set forth herein is not approved by the Court, no more than the approved amount shall be paid to Plaintiff from the Gross Settlement Amount. Any difference between the requested Enhancement Payment and Court-approved Enhancement Payment will become part of the PAGA Penalties Fund.

(iv) **Administration Costs.**

(A) Subject to approval by the Court, the Administration Costs currently estimated at \$15,000 will be paid out of the Gross Settlement Amount to cover the costs of the settlement administration process.

(B) Any Administration Costs approved by the Court will be paid out of the Gross Settlement Amount and shall constitute full and complete satisfaction of any settlement administration costs.

(C) This Agreement is not contingent upon the Court approving Administration Costs in the amount set forth herein. This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve Administration Costs in an amount that is less than the amount set forth herein. The Court's refusal to approve the Administration Costs requested does not give Plaintiff, Settlement Group, or Plaintiff's Counsel any basis to abrogate this Settlement.

(D) If any portion of the Administration Costs set forth herein is not approved by the Court, no more than the approved amount shall be paid to the Settlement Administrator out of the Gross Settlement Amount. Any difference between the requested Administration Costs and Administration Costs approved by the Court will become part of the PAGA Penalties Fund.

(v) **PAGA Penalties Fund.** The portion of the Gross Settlement Amount remaining after the deduction of the Attorneys' Fees Award, Litigation Costs Award, Enhancement Payment, and Administration Costs are paid shall be designated the PAGA Penalties Fund from which payments deemed to constitute full and complete satisfaction of any and all claims in the Lawsuit for civil penalties under PAGA shall be made. Subject to approval by the Court, the PAGA Penalties Fund shall be allocated and paid as follows:

(A) **The LWDA Payment.** Seventy-five percent (75%) of the PAGA Penalties Fund will be paid to the LWDA for enforcement of labor laws, including the administration of PAGA and for education of employers and employees about their rights and responsibilities under the Labor Code.

(B) **Individual Settlement Awards.** Twenty-five percent (25%) of the PAGA Penalties Fund shall be designated as the Net Settlement Amount and will be paid to the Settlement Group on a pro-rata basis. Each Settlement Group Member will receive a pro-rata share of the Net Settlement Amount based on the total number of pay periods the Settlement Group Member worked for Defendant during the Settlement Period.

(C) The Individual Settlement Award that each Settlement Group Member is entitled to receive will be determined by using the formula set forth herein:

(1) Individual Settlement Award = Net Settlement Amount x (total number of pay periods worked by the Settlement Group Member ÷ total number of pay periods worked by all Settlement Group Members).

(c) **Tax Allocation.**

(i) **Payments to Plaintiff's Counsel.** The Settlement Administrator shall issue an IRS Form 1099 to Justice Law Corporation in connection with its Attorneys' Fees Award and Litigation Costs Award.

(ii) **Payments to the LWDA.** The seventy-five percent (75%) of the PAGA Penalties Fund payable to the LWDA shall be deemed to consist entirely of civil penalties recovered under PAGA and subject to treatment as IRS Form 1099 income.

(iii) **Payments to the Settlement Group.** An IRS Form 1099 will be issued to each Settlement Group Member in connection with their Individual Settlement Award.

(d) **Tax Indemnification.** Plaintiff, Plaintiff's Counsel, Settlement Group, and applicable governmental authorities (including the LWDA) are solely responsible for all tax obligations, including all reporting and payment obligations, attributable to them that may arise as a consequence of this Agreement and payment of the amounts set forth herein. Neither Defendant nor Defendant's counsel make any express or implied promise, representation, or warranty regarding the tax consequences or tax treatment under federal or state tax laws for any sum paid pursuant to this Agreement.

(e) **No Effect on Employee Benefits.** The payments made to Settlement Group Members herein shall not be utilized to calculate any additional benefits under any benefit plans to which any Settlement Group Members may be eligible, including, but not limited to, any profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, or other benefit plans available to the Settlement Group.

8. **Distribution of Settlement Payments.**

(a) **List of Settlement Group Members.** Within fourteen (14) calendar days of the Effective Date, Defendant shall provide to the Settlement Administrator a list of Settlement Group Members': (i) Social Security numbers; (ii) last known addresses; (iii) telephone numbers, if available; and (iv) number of pay periods worked during the Settlement Period. Defendant agrees to consult with the Settlement Administrator as required to provide the list in a format reasonably acceptable for the performance of the duties of the Settlement Administrator. The Settlement Administrator will keep the list confidential, use it only for the purposes described herein, take adequate safeguards to protect confidential or private information, and return or certify the destruction of the information upon completion of the Settlement Administration process.

(b) **Funding the Gross Settlement Amount.** Within fourteen (14) calendar days of the Effective Date, Defendant shall deposit the Gross Settlement Amount into the qualified settlement fund created by the Settlement Administrator.

(c) **Disbursing the Payments.** Within fourteen (14) calendar days of the funding of the Gross Settlement Amount, the Settlement Administrator will disburse the payments set forth herein to the appropriate entities or persons. The Settlement Administrator shall first obtain approval of the calculations from all counsel before disbursing the payments.

(d) **Payment of Individual Settlement Awards.**

(i) Individual Settlement Awards will be paid in the form of a check to be delivered to each Settlement Group Member at their last known address. Each Individual Settlement Award will be accompanied by an explanatory letter in English and Spanish substantially in the form attached hereto as **Exhibit A**.

(ii) Checks sent to Settlement Group Members will remain negotiable for one hundred eighty (180) calendar days after the date of their issuance ("Check Stale Date"). Any checks sent to Settlement Group Members that are not cashed, deposited, or negotiated after the Check Stale Date will be void. The amount of uncashed checks sent to Settlement Group Members will be directed to the California State Controller for deposit in the Unclaimed Property Fund in the name of the employee.

(iii) Any checks sent to the Settlement Group that are returned as undeliverable on or before the Check Stale Date will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will attempt to determine the correct address using a skip trace or other reasonable method and will then perform a single remailing.

(iv) Any Settlement Group Member who cannot be located after the above procedures are followed will continue to be bound by this Agreement. The funds associated with such Individual Settlement Awards will be directed to the California State Controller for deposit in the Unclaimed Property Fund in the Settlement Group Members' names.

9. **Release.**

(a) **Released Parties.** The Released Parties include Defendant and its former and present parents, subsidiaries, affiliates, divisions, corporations in common control, predecessors, successors, and assigns, as well as all past and present officers, directors, employees, partners, shareholders and agents, attorneys, insurers, and any other successors, assigns, or legal representatives, if any.

(b) **Release of PAGA Claims.** Upon Defendant's funding of the Gross Settlement Amount, Plaintiff, LWDA, and all Settlement Group Members are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or could have been alleged, based on the facts stated in the operative complaint and PAGA Notice that occurred during the Settlement Period. These claims include Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802.

(c) **Plaintiff's General Release and Waiver of Rights Under Civil Code Section 1542.** Upon Defendant's funding of the Gross Settlement Amount, Plaintiff and her former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Released Parties from all claims, transactions, or occurrences that occurred during the Settlement Period. This includes, but is not limited to: (i) all claims that were, or could have been, alleged based on the facts contained in the operative complaint; and (b) all PAGA claims that were, or could have been, alleged based on facts contained in the PAGA Notice ("Plaintiff's General Release"). Plaintiff's General Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Settlement Period. Plaintiff acknowledges that she may discover facts or law different from, or in addition to, the facts or law Plaintiff now knows or believes to be true but agree that Plaintiff's General Release shall remain effective in all respects, notwithstanding such different or additional facts or the discovery of them.

For purposes of Plaintiff's General Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of Civil Code section 1542, which provides:

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.

10. **Confidentiality.** Prior to filing the necessary documents to grant this Agreement, the Parties and their counsel will keep confidential the facts relating to the existence of this Agreement, negotiations leading to the execution of this Agreement, terms of this Agreement, and alleged factual basis for Plaintiff's claims, if any. Neither the Parties nor their counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or through any social media, or otherwise publicize the settlement or communicate its terms in public or in private unless ordered by the Court. However, for the limited purpose of establishing adequacy of counsel in future actions, Plaintiff's Counsel may reference the Action only by name and case number in a declaration establishing adequacy as class or representative counsel.

11. **Waiver of Appeal Rights.** By accepting this Settlement and upon the Court granting approval of the settlement, Plaintiff and Plaintiff's Counsel waive any and all rights they may have to appeal any judgment, ruling, or order made by the Court including any order granting approval of this Settlement or dismissing the Lawsuit. This includes all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, a motion for relief, and any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings. If an appeal is taken from the approval, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and approval becomes final.

12. **Acknowledgement of Fair and Reasonable Settlement.** The Parties have arrived at this Agreement after arm's-length negotiations between experienced counsel. Each of the Parties acknowledges, agrees, and believes that this Agreement is a fair, adequate, and reasonable settlement. The Parties 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 Agreement. Each Party to this Agreement agrees and represents that it has investigated the facts relevant to this Agreement and all matters pertaining thereto to the full extent that each Party deems necessary. The Parties agree that this Agreement reflects their good faith compromise of the claims raised in the Lawsuit based on their assessment of the mutual risks and costs of further litigation and assessments of their counsel.

13. **Duty to Cooperate.** Each Party agrees that it will abide by this Agreement and that the Parties and their counsel will cooperate to effect the implementation of this Agreement. The Parties pledge their good faith and fair dealing in supporting the approval of this Agreement by the Court. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of the mediator who facilitated the negotiations. If the Parties cannot resolve their dispute with the assistance of the mediator, the Parties may seek the assistance of the Court.

14. **Governing Law and Interpretation.** This Agreement shall be governed in accordance with the laws of the State of California. The Agreement shall be interpreted per the plain meaning of its terms and shall not be strictly interpreted for or against any of the Parties to this Agreement. Given that all Parties hereto had the opportunity to draft, review, and edit the language of this Agreement, the Parties expressly waive the benefit of any legal principle or rule that provides in cases of uncertainty the language of a contract should be interpreted against the Party who caused the uncertainty to exist.

15. **Defendant's Option to Revoke.** If the settlement, or any terms therein, is modified, vacated, altered, or becomes otherwise subject to challenge by law, including, but not limited to, any law that became effective after the execution of this Agreement, so that this Agreement is not approved by the Court in its entirety and the intent of the Parties cannot be accomplished after jointly taken efforts to enforce it have been exhausted, Defendant shall have the option to revoke this Agreement at its sole discretion.

16. **Discovery of Documents and Information.** Plaintiff and Plaintiff's Counsel agree that they will destroy all documents and information provided to them by Defendant during this Lawsuit within sixty (60) calendar days after the completion of the administration of the Settlement. Plaintiff's Counsel agree that none of the documents and information provided to them by Defendant shall be used for any purpose other than Settlement of the Lawsuit.

17. **Authority to Enter the Agreement.** Each Party represents and warrants that it has the right and authority to execute this Agreement. It is agreed that the Settlement Group Members are so numerous that it is impossible or impractical to have each member execute this Agreement. It is agreed that this Agreement may be executed on behalf of the Settlement Group Members by Plaintiff and Plaintiff's Counsel.

18. **Authorization of Counsel.** The Parties' counsel warrant and represent that they are authorized by the Parties whom they represent to negotiate this Agreement and 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 required to effectuate its terms.

19. **Severability.** If any clause or provision of this Agreement is declared illegal or unenforceable, it shall be modified as minimally as necessary to be enforceable. If the provision cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

20. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures sent by facsimile transmission or scanned e-mail transmission and electronic signatures have the same force, validity, and effect as original signatures.

21. **Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the Parties and their agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, heirs, executors, administrators, insurers, and successors in interest.

22. **Nullification of Agreement.** If the Court fails to grant approval, the Parties shall be returned to their original positions as though this Agreement had never been entered into at all. If any settlement administration costs are due and payable, the Parties agree to split those costs.

23. **Ownership of Claims.** The Parties represent that they have not transferred assigned, or purported to transfer or assign, to any person or entity any portion of any liability, claim, demand, action, cause of action, or right herein released and discharged.

24. **Continuing Jurisdiction of the Court.** Pursuant to Code of Civil Procedure section 664.6, the Court shall retain continuing jurisdiction over the Lawsuit and Parties to the fullest extent necessary to enforce and effectuate the terms and intent of this Agreement.

25. **Amendment and Modification.** This Agreement may not be modified, altered, or changed, except by a written instrument signed by either the Parties or their successors-in-interest or counsel for all Parties and approved by the Court.

26. **Admissibility of the Agreement.** Pursuant to Evidence Code section 1123, the Parties agree that this Agreement is admissible for the purposes of proving up and or enforcing the terms of the Agreement as set forth herein.

27. **No Representations.** Except as expressly set forth herein, the Parties acknowledge that no representation of any kind or character has been made to induce the execution of this Settlement Agreement.

28. **Attorneys' Fees.** Except as set forth in this Agreement, each side shall bear its own costs and attorneys' fees.

29. **Escalator Clause.** If it is determined that the number of pay periods within the Settlement Period exceeds 22,517 by more than ten percent (10%) (*i.e.*, the number exceeds 24,769 pay periods), then the Gross Settlement Amount shall increase proportionally over the ten percent (10%) increase (*i.e.*, if the number of pay periods exceeds 22,517 by 12%, then the Gross Settlement Amount shall increase by 2%).

* * *

IN WITNESS WHEREOF, the Parties knowingly and voluntarily accept the terms of this Settlement Agreement and Release by affixing their signatures below.

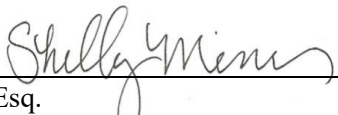
Dated: 05/01/2025

Stephanie Daley

By: 

Dated: May 1, 2025

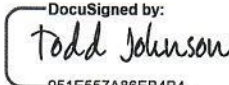
Justice Law Corporation [Approving as to Form Only]

By: 
Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Shelby Miner, Esq.
Attorneys for Plaintiff

5/14/2025

Dated: _____

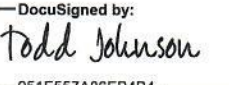
Acosta Sales and Marketing Inc.

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On behalf of Acosta Sales and Marketing Inc.

5/14/2025

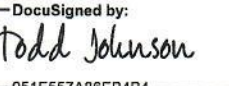
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Acosta Inc.

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On behalf of Acosta Inc.

5/14/2025

Acosta Employee Holdco, LLC

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On behalf of Acosta Employee Holdco, LLC

Dated: 5-19-2025

Ogletree, Deakins, Nash, Smoak & Stewart, PC [Approving as to Form Only]

By: 
James D. Miller, Esq.
Attorneys for Defendant

EXHIBIT A

NOTICE OF PAGA SETTLEMENT

Stephanie Daley v. Acosta Sales and Marketing Inc., et al.
Superior Court of California, County of Los Angeles
Case No. 24STCV09466

Dear [Settlement Group Member's Name]:

Enclosed with this letter is a settlement check being paid to you pursuant to the settlement of the lawsuit filed in the Superior Court of California, County of Los Angeles, entitled *Stephanie Daley v. Acosta Sales and Marketing Inc., et al.*, Case Number 24STCV09466 ("Lawsuit"). The purpose of this letter is to provide you with basic information about the Lawsuit, reasons why you are receiving the enclosed settlement check, and effect of the settlement on your legal rights.

I. The Lawsuit

On April 15, 2024, Plaintiff Stephanie Daley ("Plaintiff"), a former employee of Defendants Acosta Sales and Marketing Inc., Acosta Inc., and Acosta Employee Holdco, LLC ("Defendant"), commenced this Lawsuit by filing a complaint pursuant to Labor Code section 2698 (Private Attorneys General Act of 2004 ("PAGA")) in the Superior Court of California, County of Los Angeles, on behalf of the State of California and all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the period from February 9, 2023, through April 4, 2025 ("Settlement Group," "Settlement Group Members," and "Settlement Period").

In the Lawsuit, Plaintiff claimed Defendant owed civil penalties under PAGA to Plaintiff and Settlement Group Members for alleged violations of the Labor Code. Defendant denies that it violated the Labor Code, denies the allegations in the operative complaint, and denies all liability under PAGA to Plaintiff, Settlement Group Members, and State of California.

The merits of the Lawsuit have not been determined. On [REDACTED], the Court approved a settlement of the Lawsuit that Defendant entered to avoid the costs and disruption of litigation.

II. Why This Settlement Check Is Being Sent to You

The settlement approved by the Court involves payment of civil penalties. In accordance with PAGA, seventy-five percent (75%) of the civil penalties paid under the settlement goes to the California Labor and Workforce Development Agency ("LWDA"). The remaining twenty-five percent (25%) of the civil penalties paid under the settlement will be distributed to all Settlement Group Members. The enclosed settlement check is being sent to you because you have been identified as a Settlement Group Member.

III. How the Amount of Your Settlement Check Was Determined

The enclosed settlement check was calculated based on the number of pay periods you worked for Defendant during the Settlement Period relative to all other Settlement Group Members.

Your settlement check will remain negotiable for one hundred eighty (180) calendar days after its mailing. If your settlement check is not cashed, deposited, or negotiated within this timeframe, it will be voided. The uncashed amount will then be directed to the California State Controller for deposit in the Unclaimed Property Fund in your name.

IV. Consequences of the Settlement

The Lawsuit was filed exclusively as a representative action under PAGA, which functions as a substitute for an enforcement action by the State of California.

As a result of this settlement, Plaintiff, LWDA, and all Settlement Group Members are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or could have been alleged, based on the facts stated in the operative complaint and PAGA Notice that occurred during the Settlement Period. These claims include Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802.

The Released Parties are defined as Defendant and its former and present parents, subsidiaries, affiliates, divisions, corporations in common control, predecessors, successors, and assigns, as well as all past and present officers, directors, employees, partners, shareholders and agents, attorneys, insurers, and any other successors, assigns, or legal representatives, if any.

V. Taxation of Your Individual Settlement Award

You will be issued an IRS Form 1099 in connection with the funds paid to you via the enclosed check. However, you are solely responsible for all tax obligations attributable to you that may arise as a result of receiving the settlement check. If you have any tax-related questions regarding your receipt of the enclosed check, you should direct them your own tax advisor.

VI. Where to Get More Information

Do not call or contact the Court about this letter, settlement, settlement check sent to you, or Lawsuit in general. If you have questions about this letter, settlement, settlement check sent to you, or Lawsuit in general, you may contact the Settlement Administrator [REDACTED] at [REDACTED].

Dated: **INSERT DATE**

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I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103. My electronic service address is nalonsoesteban@justicelawcorp.com

On November 19, 2025, I served the foregoing document described as

for the following case: LWDA/Court Case No.:	Stephanie Daley v. Acosta Sales and Marketing Inc., et al. LWDA Case No.: CM-1007146-24 Case No. 24STCV09466 Los Angeles County Superior Court
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on interested parties in this action by electronically submitting as follows:

**State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814**

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 19, 2025, at Pasadena, California.

Roche

Noelia Alonso Esteban