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SAMUEL HALE 4, LLC, SAMUEL HALE EXCHANGE LLC, and
SAMUEL HALE EAST, LLC

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

ERIKA BONILLA DELEON and MAGDA DE LEON PEREZ, individually and on behalf of all other similarly situated employees, Plaintiffs, vs. SAN FRANCISCO FOODS LLC, a Delaware Limited Liability Company; SAMUEL HALE, LLC, a California Limited Liability Company; SAMUEL HALE 2, LLC, a Florida Corporation; SAMUEL HALE 3 LLC, a California Limited Liability Company; and DOES 1 to 100, inclusive, Defendants.	Case No.: 24CV010557 **PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT** Filed: May 29, 2024 FAC Filed: August 11, 2025 Trial Date: None Set

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This Private Attorneys General Act Settlement is made and entered into between the Plaintiffs Erika Bonilla Deleon and Magda De Leon Perez ("Plaintiffs"), on behalf of themselves, the Labor and Workforce Development Agency, and Aggrieved Employees, and San Francisco Foods LLC, ("Defendant"). This Agreement is subject to the terms and conditions set forth below and approval of the Court.

1. DEFINITIONS

The following terms, when used in this Agreement, have the following meanings:

1.1 "Action" means the above stated lawsuit, *Bonilla DeLeon v. San Francisco Foods LLC et al.,* Sacramento County Superior Court, Case No. 24CV010557, filed May 29, 2024, and as amended on August 11, 2025, to include Plaintiff Magda De Leon Perez.

1.2 "Aggrieved Employee(s)" means all California non-exempt employees who are or previously were employed by Defendant or were employed as temporary employees at Defendant's facilities through Samuel Hale Exchange, LLC, and who performed work during the period of February 24, 2023, to July 3, 2024. The estimated number of Aggrieved Employees is one hundred fifty-three (153).

1.3 "Agreement" or "Settlement" or "Settlement Agreement" means this Private Attorneys General Act Settlement.

1.4 "Complaint" means the operative Complaint on file in the Action with the Court.

1.5 "Court" means the Sacramento County Superior Court.

1.6 "Defendant" means San Francisco Foods LLC,.

1.7 "Defendant's Counsel" means Fisher & Phillips LLP.

1.8 "Effective Date" means the Final Approval Date unless there is a timely objection lodged that has not later been withdrawn, in which case the Effective Date will be either (a) 30 days after a signed order approving this settlement has been filed provided no appellate proceeding has been filed; or (b) seventh (7th) calendar day after any appellate proceeding opposing the settlement has been finally dismissed with no material change to the terms of this settlement and there is no right to pursue further remedies or relief, whichever is later.

1.9 "Final Approval Date" means the date the Court enters a signed order granting approval of the Agreement.

1.10 "Gross Settlement Amount" is the sum of One hundred and fifty thousand dollars and zero cents ($150,000.00).

1.11 "Individual Settlement Amount" means an individual Aggrieved Employee's allocation of the Net Settlement Amount, as defined in Section 1.13 and 5.7.

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

1.13 "Net Settlement Amount" is the portion of the Gross Settlement Amount available for distribution between Aggrieved Employees and the LWDA pursuant to Labor Code section 2699(i), after deduction of Plaintiffs' attorneys' fees and litigation costs, and Settlement Administrator Costs.

1.14 "Notice of Settlement" means the document substantially in the form attached hereto as Exhibit 1.

1.15 "PAGA" means Private Attorneys General Act.

1.16 "PAGA Claim Period" means the period of February 24, 2023, to July 3, 2024.

1.17 "PAGA Payment" means the 75% share of the Net Settlement Amount paid to the LWDA pursuant to Labor Code section 2699(i).

1.18 "Parties" mean Defendant and Plaintiffs.

1.19 "Plaintiffs" means Erika Bonilla Deleon and Magda De Leon Perez.

1.20 "Plaintiffs' Counsel" means Galen T. Shimoda and Austin D. Sork of Shimoda & Rodriguez Law, PC and Kane Moon, Allen Feghali, S. Phillip Song, and Stanley J. Park of Moon Law Group, PC.

1.21 "QSF" means a Qualified Settlement Fund set up by the Settlement Administrator for the benefit of the Aggrieved Employees and from which the payments under this Agreement shall be made. Any amounts Defendant has agreed to pay under this Agreement shall remain the property of Defendant until the payments required under the Agreement are made.

1.22 "Qualifying Pay Periods" are pay periods worked by Aggrieved Employees during the PAGA Claim Period in California. The calculation of an Aggrieved Employee's pay periods and a determination as to whether an Aggrieved Employee was actively employed in California in a particular pay period shall be construed from Defendant's records.

1.23 "Released PAGA Claims" means any and all claims for civil penalties that were brought under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*, that were asserted in Plaintiffs' notice letter to the LWDA and any additional claims for civil penalties under the PAGA that could have been brought based on the facts alleged therein during the PAGA Claim Period. Aggrieved Employees cannot opt out of this waiver of claims.

1.24 "Released Parties" means Defendant, as well as Defendant's officers, shareholders, directors, agents, employees, attorneys, and insurers and companies providing staffing or Professional Employer Services to Defendant, specifically including: Samuel Hale, LLC, Samuel Hale 2, LLC, Samuel Hale 3 LLC, Samuel Hale 4 LLC, Samuel Hale Exchange LLC, and Samuel Hale East, LLC.

1.25 "Settlement Administrator" means and refers to ILYM Group, Inc., the third-party entity that will administer the Agreement as outlined in Section 7, or any other third-party administrator agreed to by the Parties and approved by the Court for the purposes of administering this Agreement. The Parties each represent that they do not have any financial interest in the Settlement Administrator.

1.26 "Settlement Administrator Costs" means the fees and expenses reasonably incurred by the Settlement Administrator as a result of the procedures and processes expressly required by this Agreement, and shall include all costs of administering the Agreement, including, but not limited to, all tax document preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees associated with preparing, issuing and mailing any and all notices and other correspondence to Aggrieved Employees; all costs and fees associated with communicating with Aggrieved Employees, Plaintiffs' Counsel, and Defendant's Counsel; all costs and fees associated with computing, processing, reviewing, and paying the Individual Settlement Amounts, and resolving disputes; all costs and fees associated with calculating tax withholdings and payroll taxes, if any, making related payment to federal and state tax authorities, if any, and issuing tax forms relating to payments made under the Agreement; all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency; all costs and fees associated with preparing any other notices, reports, or filings to be prepared in the course of administering Individual Settlement Amounts; and any other costs and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Agreement.

2. DESCRIPTION OF THE LITIGATION

2.1 On or about March 21, 2024, Plaintiff Bonilla Deleon sent notice to the LWDA to exhaust administrative remedies under the PAGA for failure to pay overtime wages, failure to provide meal periods or pay premiums in lieu thereof, failure to provide rest periods or pay premiums in lieu thereof, failure to provide accurate wage statements, failure to pay final wages, failure to maintain accurate records, and failure to provide personnel file upon request. The LWDA did not respond to the notice within the statutorily required time frame and, as such, Plaintiffs became authorized to act as a Private Attorney General on all alleged PAGA claims.

2.2 After exhausting administrative remedies, Plaintiffs filed a Complaint on May 29, 2024, in Sacramento County Superior Court on behalf of themselves and Aggrieved Employees for claims alleged in the March 21, 2024, notice to the LWDA.

2.3 Through informal discovery, Defendant and Defendant's Counsel provided Plaintiffs' Counsel with copies of all applicable versions of its policies and procedures, employee handbooks, information on the number of Aggrieved Employees, including, but not limited to, Aggrieved Employees' workweeks, dates of employment, total number of Aggrieved Employees, their rates of pay, and pay periods as well as timecard data and payroll reports for a randomly selected sample of Aggrieved Employees. After Plaintiffs' Counsel received the data, the Parties engaged in informal settlement negotiations, but were not able to come to a resolution.

2.4 Discussions between Plaintiffs and Plaintiffs' Counsel, between counsel for the Parties, the mediator, document productions, extensive legal analysis, the provision of information by Defendant to Plaintiffs and the detailed analysis of the sampled records have permitted each side to assess the relative merits of the PAGA claims and the defenses to those claims.

2.5 In the Action, Plaintiffs contends that Defendant violated California law by 1) failing to pay overtime wages; 2) failing to provide meal periods or pay premiums in lieu thereof; 3) failing to provide rest periods or pay premiums in lieu thereof; 4) failing to provide accurate wage statements; 5) failure to pay final wages, failure to maintain accurate records; and 6) failing to provide personnel files upon request. Defendant denies each of Plaintiffs' claims. The agreed upon Gross Settlement Amount was reached after evaluating the Parties' theories of potential exposure for the PAGA claims. The Parties, with the assistance of the mediator, also assessed appropriate discounts to the potential liability based on Defendant's factual and legal contentions and defenses.

2.6 The Parties agree that the above-described investigation and evaluation, as well as discovery and the information exchanged to date, are more than sufficient to assess the merits of the respective Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiffs, Plaintiffs' Counsel, Defendant, and Defendant's Counsel have concluded that it is desirable that the PAGA claims asserted in the Action be settled in a manner and upon such terms and conditions set forth herein in order to avoid further expense, inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the Parties potentially face. Plaintiffs, Plaintiffs' Counsel, Defendant, and Defendant's Counsel are of the opinion that the Agreement for the consideration and terms set forth herein is fair, reasonable, and adequate in light of all known facts and circumstances.

3. THE CONDITIONAL NATURE OF THIS AGREEMENT

3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose of settling the PAGA claims asserted in the Action. This Agreement and the settlement it evidences are made in compromise of disputed claims. The Parties enter into this Agreement and associated settlement on a conditional basis in order for the Court to evaluate and approve the settlement. If the Effective Date does not occur, or if the Court's approval of the settlement is reversed or materially modified on appellate review, this Agreement shall be deemed null and void; it shall be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable.

3.2 Defendant has denied all claims as to liability, damages, penalties, interest, fees, injunctive relief and all other forms of relief asserted in the Action. Defendant has agreed to resolve the asserted PAGA claims in the Action via this Agreement, but, to the extent this Agreement is deemed void or the Effective Date does not occur, Defendant does not waive, and are expressly reserving, all rights to challenge all such claims and allegations in the Action upon all procedural and factual grounds, including, without limitation, the ability to challenge representative or collective treatment on any grounds, as well as to assert any and all other potential defenses or privileges.

4. SCOPE OF THE AGGRIEVED EMPLOYEES

4.1 The scope of individuals encompassed under the Agreement, who are entitled to all benefits as authorized under the Agreement and subject to all obligations and duties required under the Agreement, shall include all Aggrieved Employees as defined in Section 1.2.

4.2 Aggrieved Employees entitled to recover under this Agreement will include only those individuals who are identified in Defendant's records as having worked as an Aggrieved Employee.

5. TERMS OF THE SETTLEMENT

The Parties agree as follows:

5.1 Gross Settlement Amount: In consideration and exchange for the releases described in Section 6, Defendant shall pay the Gross Settlement Amount ($150,000). Funding of the Gross Settlement Amount shall occur within twenty-eight (28) calendar days after the Effective Date to be held in trust in a QSF by the Settlement Administrator. The Gross Settlement Amount represents the maximum amount payable under this Agreement by Defendant, and includes without limitation, the PAGA Payment, all payments to the Aggrieved Employees, all attorneys' fees, costs and litigation expenses directly related to the Action incurred to date, as well as all such fees and costs incurred in documenting the Agreement, administering the Agreement (including Settlement Administrator Costs), and obtaining approval of the Agreement.

5.2 Attorneys' Fees and Costs: Plaintiffs' Counsel will apply to the Court for attorney's fees of 35% of the Gross Settlement Amount, which shall be paid from the Gross Settlement Amount. Defendant has agreed to not oppose Plaintiffs' Counsel's application for attorneys' fees so long as it does not exceed the 35% threshold. Plaintiffs' Counsel will also be entitled to reimbursement for advanced litigation expenses not to exceed $5,000, which shall be paid from the Gross Settlement Amount. Defendant has agreed to not oppose Plaintiffs' Counsel's request for reimbursement for advanced litigation expenses so long as they do not exceed the $5,000 threshold. The Settlement Administrator will issue Class Counsel an IRS Form 1099 for the attorneys' fees and costs paid under this Agreement. In the event that the Court awards less than the requested attorney's fees and/or costs, the portion of the requested amounts not awarded to Plaintiffs' Counsel shall be added to the Net Settlement Amount as defined in section 1.13.

5.3 Settlement Administrator Costs: The Settlement Administrator Costs shall be paid from the Gross Settlement Amount and shall not exceed $5,000. The difference between any actual costs and the allocated $5,000 shall be added to the Net Settlement Amount as defined in section 1.13.

5.4 Enhancement Payment: An enhancement payment of up to seven thousand five hundred dollars and zero cents ($7,500.00) shall be made to each one of the Plaintiffs in this case for their participation in the lawsuit and their execution of the general release. This amount is subject to court approval. Any amount not approved and/or reduced by the Court shall be added to the Net Settlement Amount as defined in section 1.13.

5.5 Treatment of Residue and Uncashed Checks: For any portion of the Net Settlement Amount allocated to Aggrieved Employees that is not claimed by Aggrieved Employees by cashing their respective settlement checks before the negotiated deadline to do so, that remaining amount shall be transmitted to the California State Controller's Office, Unclaimed Property Fund ("Unclaimed Property Fund"), in the name of the individual payee. No portion of the Gross Settlement Amount will revert to Defendants for any reason.

5.6 No Additional Benefits Contributions: All Individual Settlement Amounts paid to Aggrieved Employees shall be deemed to be income solely in the year in which such amounts were actually received by Aggrieved Employees. It is expressly understood and agreed that the receipt of such Individual Settlement Amounts will not entitle any Aggrieved Employee to any new or additional compensation or benefits under any company bonus or other compensation or benefit plan or agreement in place during the period covered by the Agreement, nor will it entitle any Aggrieved Employee to any increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It is the intent of this Agreement that the Individual Settlement Amounts provided for in this Agreement are the sole payments to be made by Defendant to the Aggrieved Employees in connection with this Agreement (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Agreement).

5.7 Tax Allocation: The Parties recognize that the Individual Settlement Amounts to be paid to Aggrieved Employees reflect settlement of a dispute over claimed penalties. The characterization of Individual Settlement Amounts to Aggrieved Employees are as follows:

5.7.1 One Hundred percent (100%) of each Aggrieved Employees' Individual Settlement Amount shall be allocated for payment of disputed civil penalties. This portion of the Individual Settlement Amount consists of other income, not wages, for which the Aggrieved Employees shall receive an IRS form 1099-MISC.

5.7.2 Aggrieved Employees shall be solely responsible for the reporting and payment of their share of any federal, state and/or municipal income or other taxes on payments made pursuant to this Agreement. No party has made any representation to any of the other Parties as to the taxability of any payments pursuant to this Agreement, including the payments to Aggrieved Employees, the payments to Plaintiffs' Counsel, or otherwise as to tax implications of any provision of this Agreement.

5.8 Pro Rata Distribution Formula: After Court approved attorneys' fees and costs, and Settlement Administrator Costs are determined and a Net Settlement Amount has been established, that Net Settlement Amount shall be divided between the PAGA Payment and payment to Aggrieved Employees. The PAGA Payment to the LWDA will be 75% of the Net Settlement Amount. 25% of the Net Settlement Amount will be paid to Aggrieved Employees. Each individual Aggrieved Employee's Individual Settlement Amount shall be determined by taking the Qualifying Pay Periods for the individual Aggrieved Employee and dividing that by the Qualifying Pay Periods for all Aggrieved Employees and multiplying that fraction by the 25% share of the Net Settlement Amount. Payment to Aggrieved Employees of their Individual Settlement Amount will not require the submission of any claim form.

5.9 No Additional Contribution by Defendant: Defendant's monetary obligation under this Agreement is limited to the Gross Settlement Amount as described above. All other costs and expenses arising out of or in connection with the performance of this Agreement shall be paid from the Gross Settlement Amount, unless expressly provided otherwise herein. However, in the event this agreement is deemed null and void as described in Section 3, then Defendant and Plaintiffs shall be equally responsible for the Settlement Administrator Costs incurred between the date the Agreement was executed and the date of such event.

6. RELEASE

6.1 Upon the Effective Date, Plaintiffs and each Aggrieved Employee shall be deemed to fully, finally, and forever release the Released Parties from all Released PAGA Claims.

6.2 Plaintiffs further fully and finally release and discharge Defendants, and each of their current and former officers, employees, agents, representatives, successors, and assigns, from any and all claims, demands, rights, liabilities, and causes of action of every kind and nature, whether known or unknown, suspected or unsuspected, arising out of or in any way connected with Plaintiffs' employment with Defendants and any employment relationship Plaintiffs had with Defendants including, without limitation, all claims that were or could have been alleged in the Action, under any state law, federal law, common law, equity or other theory arising in any way out of Plaintiff's employment with Defendants or any of the Released Parties. Plaintiffs expressly waive the provisions of California 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."

Plaintiffs acknowledge that they have been advised of and understand the effect of this statutory waiver, and that this waiver is intended to encompass all claims, known or unknown, arising from the facts alleged in the Action.

7. SETTLEMENT ADMINISTRATION

7.1 Duties of Settlement Administrator: The Settlement Administrator shall be responsible for: 1) receiving and reviewing for accuracy Aggrieved Employee contact information; 2) calculating estimated Individual Settlement Amounts and any and all taxes associated with the Individual Settlement Amount, including employer taxes, if any; 3) taking appropriate steps to trace and locate any individual Aggrieved Employees whose address or contact information as provided to the Settlement Administrator is inaccurate or outdated and mailing the Notice of Settlement to Aggrieved Employees; 4) providing notification to the appropriate state officials of this Agreement as required; 5) maintaining the Gross Settlement Amount in a QSF; 6) determining and paying the final amounts due to be paid under the Agreement after resolution of awarded attorneys' fees and costs and Settlement Administrator Costs; 7) paying any residual funds from uncashed checks to the Unclaimed Property Fund; 8) reporting to Plaintiffs' Counsel and Defendant's Counsel regarding the statistics of the administration, including (a) the number of initial Notice of Settlements mailed; (b) the number of forwarded Notice of Settlements; (c) the number of re-mailed Notice of Settlements; (d) the number of total undeliverable Notice of Settlements; (e) the number of address traces performed for undeliverable Notice of Settlements; (g) the number of Notice of Settlements undeliverable from traced addresses; 9) providing a declaration to the Court regarding the final statistics of the administration and compliance with all payment obligations under the Agreement; 10) completing all necessary tax reporting on the QSF and payment of the Individual Settlement Amounts to Aggrieved Employees; and 11) carrying out other related tasks as necessary to effectuate the terms of this Agreement and any Order of the Court. All disputes relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Agreement, until all payments and obligations contemplated by the Agreement have been fully executed.

7.2 Aggrieved Employee Data: Within fourteen (14) calendar days after the Effective Date, Defendant shall provide the Settlement Administrator with the name, last known mailing address, last known telephone number, Social Security Number, and Qualifying Pay Periods of each Aggrieved Employee. The Settlement Administrator shall review the data to determine the number of Qualifying Pay Periods for each Aggrieved Employee. Defendant shall not provide any information for pay periods during which an Aggrieved Employee may have worked as an exempt employee, worked outside California, or worked outside the PAGA Claim Period. The Settlement Administrator shall maintain all information received from Defendant confidential to itself, and Defendant's Counsel. However, Plaintiffs' Counsel shall be able to review the breakdown of Qualified Pay Periods and estimated Individual Settlement Amounts for Aggrieved Employees prior to mailing for quality assurance.

7.3 Determination of Payments to Aggrieved Employees, Plaintiffs' Counsel, and the LWDA: Within seven (7) calendar days after Defendant has provided the Settlement Administrator with information regarding Aggrieved Employees, the Settlement Administrator shall calculate the final Net Settlement Amount, PAGA Payment, and the final Individual Settlement Amounts for Aggrieved Employees, and report the results of these calculations to Plaintiffs' Counsel and Defendant's Counsel.

7.4 Settlement Administrator Payments to Aggrieved Employees, Plaintiffs' Counsel, and the LWDA: Defendant shall wire the Gross Settlement Amount as described in Section 5.1 to the Settlement Administrator within fourteen (14) calendar days after receiving the funding calculation and report from the Settlement Administrator to be to be held in trust in a QSF. Within seven (7) calendar days after the Settlement Administrator receives the Gross Settlement Amount, the Settlement Administrator shall deliver payment of Plaintiffs' Counsels' attorney's fees and costs, the PAGA Payment payable to the LWDA, Settlement Administrator Costs, and payment for Individual Settlement Amounts to Aggrieved Employees as required under this Agreement and approved by the Court. Plaintiffs' Counsel shall provide the Settlement Administrator with the pertinent taxpayer identification number and payment instructions for the attorney's fees and costs after the Effective Date.

7.5 Notice to Aggrieved Employees: The Settlement Administrator will provide a Notice of Settlement, substantially in the form attached as Exhibit 1, to each Aggrieved Employee concurrently with providing payment for Individual Settlement Amounts as described in Sections 5.7 and 7.4. The Notice of Settlement will inform Aggrieved Employees of a summary of the terms and conditions of the Agreement. The Notice of Settlement will also inform Aggrieved Employees of the Gross Settlement Amount, Net Settlement Amount, attorneys' fees and costs allocations, Settlement Administrator Cost allocations, PAGA Payment allocations, the scope of individuals covered by this Agreement, and the nature and extent of the Released PAGA Claims. The Notice shall be translated into Spanish.

7.6 Aggrieved Employee Mailing: Within seven (7) calendar days after the Settlement Administrator receives the Gross Settlement Amount, the Settlement Administrator will perform a national change of address ("NCOA") search, update the addresses per the results of the NCOA search and will mail the respective Individual Settlement Amount, as determined in Sections 5.7 and 7.4, and Notice of Settlement, to each Aggrieved Employee by first-class mail, postage prepaid.

7.7 Returned and/or Re-mailed Notice Packets: In the event that a Notice of Settlement and Individual Settlement Amount payment is returned to the Settlement Administrator as undeliverable, the Notice of Settlement and Individual Settlement Amount payment shall be sent to the forwarding address affixed thereto within seven (7) calendar days. If no forwarding address is provided, then the Settlement Administrator shall promptly attempt to determine a correct address using a single skip-trace, computer or other search using the name, address and/or Social Security number of the individual involved, and shall then perform a single re-mailing within seven (7) calendar days. Following each search that does not result in a corrected address, for those Aggrieved Employees who appear to be current employees of Defendant at the time of the Effective Date, the Settlement Administrator shall contact Defendant's Counsel for assistance and Defendant shall cooperate in good faith with the Settlement Administrator's reasonable efforts to obtain valid mailing addresses for Aggrieved Employees to the extent they were active employees of Defendant at the time of the Effective Date. In the event the procedures in this paragraph are followed and the intended recipient of a Notice of Settlement and Individual Settlement Amount payment still does not receive the Notice of Settlement and/or Individual Settlement Amount payment, the Aggrieved Employee shall still be bound by all terms of the Agreement, including the releases contained in Sections 1.23 and 6.1, and any final judgment entered by the Court.

7.8 Due Process Acknowledgement: Compliance with the procedures set forth in Sections 7.2 to 7.7 shall constitute due and sufficient notice to Aggrieved Employees of the Action and the Agreement and shall satisfy Aggrieved Employees' due process rights. Nothing else shall be required of the Parties, Plaintiffs' Counsel, or Defendant's Counsel to provide notice of the Agreement except as expressly required by the Court.

7.9 Settlement Check Expiration and Unclaimed Property Fund: The Settlement Administrator shall issue Individual Settlement Amounts to Aggrieved Employees in the form of a check, which shall become null and void if not deposited within one hundred eighty (180) calendar days of issuance. After one hundred eighty (180) calendar days of issuance, the checks shall be voided and funds from all undeposited checks shall be transmitted to the Unclaimed Property Fund identified in Section 5.4. The Settlement Administrator shall deliver the Unclaimed Property Fund funds within fourteen (14) calendar days after the check cashing deadline.

7.10 Settlement Administrator Declaration Regarding Settlement Administration: Within twenty-one (21) calendar days after the last day for Aggrieved Employees to cash their settlement checks, the Settlement Administrator shall provide Plaintiffs' Counsel and Defendant's Counsel with a signed declaration under penalty of perjury providing a complete and detailed report regarding the settlement administration and that all the obligations of the Settlement Administrator have been completed.

8. SETTLEMENT ADMINISTRATION SCHEDULE

8.1 The schedule may be modified depending on whether and when the Court grants necessary approvals, orders notice to Aggrieved Employees, and sets further hearings, if any. The schedule may also be modified to correct clerical errors and to reflect the provisions in the Agreement as described above. In the event of such modification, the Parties shall cooperate to complete the settlement procedures as expeditiously as reasonably practicable. The schedule for notice and payment procedures carrying out the Agreement is as follows.

Last day for Defendant to provide Settlement Administrator with Aggrieved Employee information	Within 14 calendar days after the Effective Date
Last day for Settlement Administrator to calculate and report to the Parties the Net Settlement Amount, PAGA Payment, and Individual Settlement Amounts for Aggrieved Employees	Within 7 calendar days after receiving Aggrieved Employee information
Last day for Defendant to fund Gross Settlement Amount	Within 14 calendar days after the Settlement Administrator calculates and reports to the Parties the Net Settlement Amount, PAGA Payment, and Individual Settlement Amounts for Aggrieved Employees
Last day for Settlement Administrator to complete NCOA search, update Aggrieved Employee mailing information, and complete mailing	Within 7 calendar days after Defendant has funded the settlement
Last day for Settlement Administrator to deliver payment of Plaintiffs' Counsel's attorney's fees and costs, PAGA Payment, Settlement Administrator Costs, and payment to Aggrieved Employees	Within 7 calendar days after Defendant has funded the settlement
Last day for Aggrieved Employees to cash settlement checks	180 calendar days after issuance of checks to Aggrieved Employees
Last day for Settlement Administrator to deliver value of uncashed settlement checks to Unclaimed Property Fund	Within 14 calendar days after settlement check cashing deadline

Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

9. MISCELLANEOUS TERMS

9.1 Dismissal and Retention of Jurisdiction to Enforce: Upon the Effective Date, the Released PAGA Claims will be dismissed with prejudice, with the Court to retain jurisdiction over the Parties to enforce the terms of the Agreement pursuant to Civil Procedure Code section 664.6. The prevailing party in any action to enforce the terms of the Agreement shall be entitled to reasonable attorneys' fees and costs. The Parties agree to meet and confer in good faith to resolve any issue before any such motion for attorney's fees and costs is filed.

9.2 Additional Pay Period Contingency: Defendant has represented that there are no more than 7,100 pay periods during the PAGA Claim Period. In the event the number of pay periods during the PAGA Claim Period is more than 7,810 (*i.e.*, greater than 10% more than 7,100), then 1) the Gross Settlement Amount shall be increased proportionally by the pay periods in excess of 10% or 2) at Defendant's election the release period shall run through the date on which the pay period count reaches 7,810. For example, if there were 11,000 pay periods represented to exist during the PAGA Claim Period, but there are actually 12,500 pay periods in the PAGA Claim Period, then Defendant would have to increase the Gross Settlement Amount by 13.6% (12,500 - 11,000 pay periods = 1,500 excess pay periods. 1,500 divided by 11,000 = 13.6%.

9.3 Mutual Cooperation: The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Agreement. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other action as may reasonably be necessary to fulfill the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by Court order, or otherwise, to effectuate this Agreement and the terms set forth herein. This may include modifying and/or resubmitting the Agreement for approval. Plaintiffs' Counsel shall be responsible for drafting the court approval paperwork. All parties agree to act immediately and diligently to perform their obligations under this Agreement, including the review and approval of settlement documents, such that there are no substantial delays in seeking court approval or administration of this settlement. Plaintiffs' Counsel shall endeavor to file a motion for approval of this settlement within sixty (60) calendar days of the date this Agreement is signed. Plaintiffs' Counsel shall provide Defendant's Counsel with a draft approval motion within 1 week after this Agreement is fully executed. Defendant's Counsel will provide comments and/or proposed revisions within 1 week after receipt of the draft motion.

9.4 No Admission of Liability: Neither the acceptance nor the performance by Defendant of the terms of this Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to be, construed as, or deemed to be, an admission by Defendant of the truth of any of the allegations in the Complaint, the representative character of the Action, the validity of any of the claims that were or could have been asserted by Plaintiffs and/or Aggrieved Employees in the Action, or of any liability or guilt of Defendant in the Action. Nothing in this Agreement shall be construed to be or deemed an admission by Defendant of any liability, culpability, negligence, or wrongdoing toward Plaintiffs, the Aggrieved Employees, or any other person, and Defendant has specifically disclaimed any liability, culpability, negligence, or wrongdoing toward Plaintiffs, the Aggrieved Employees, or any other person. Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation.

9.5 Notices: Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States certified mail, return receipt requested, addressed as follows:

To the Plaintiffs:

Galen T. Shimoda and Justin P. Rodriguez
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624

To Defendant:

Boris Sorsher
Fisher & Phillips LLP
2050 Main Street, Suite 1000
Irvine, California, 92614
Telephone: (949) 851-2424
Facsimile: (949) 851-0152

9.6 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting of this Agreement.

9.7 Binding Effect of Agreement: The Parties, by signing this Agreement, are bound by the terms herein. The Parties waive their rights to file an appeal, writ, or any challenge whatsoever to the terms of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, Settlement Administrators, successors, and assigns.

9.8 Attorneys' Fees and Costs Limitations: Neither Plaintiffs' Counsel nor any other attorneys acting for, or purporting to act for, Aggrieved Employees, or Plaintiffs, may recover or seek to recover any amounts for fees, costs, or disbursements from the Released Parties or the Gross Settlement Amount except as expressly provided herein.

9.9 No Modifications: This Agreement may not be changed, altered, or modified, except in writing signed by the Parties hereto and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms.

9.10 Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and represent they are expressly 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 the terms of this Agreement

9.11 Counterparts: This Agreement shall become effective upon its execution by all of the undersigned. Plaintiffs, Plaintiffs' Counsel, Defendant and Defendant's Counsel may execute this Agreement in counterparts, and execution of counterparts shall have the same force and effect as if each had signed the same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the same force and effect of originals.

9.12 Choice of Law: The Agreement and the exhibits hereto shall be considered to have been negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and the rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance with, and governed by, the substantive laws of the State of California without giving effect to that State's choice of law principles.

9.13 Headings and Captions: Paragraph titles or captions contained in the Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement, or any provision thereof.

9.14 No Retaliation or Discouragement: The Parties agree they will take no action that could be construed as retaliation against any Aggrieved Employees for participating in this settlement.

9.15 Integrated Agreement: This Agreement sets forth the entire understanding between the Parties with regard to any and all material terms or otherwise and supersedes any and all prior agreements, oral or written, pertaining to the subject matter herein. Each party acknowledges that there is no representation, inducement, promise or agreement which has been made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement, which is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the terms of this Agreement are fully understood and voluntarily accepted by the Parties.

9.16 Exhibits Incorporated by Reference: The terms of this Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this Agreement. Any Exhibits to this Agreement are an integral part of the Settlement.

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

9.18 Waiver of Compliance: No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

For Plaintiffs:

Date: 01/27/20

Erika Bonilla DeLeon (Jan 27, 2026 12:36:39 PST)

Erika Bonilla Deleon

Date: 1/27/2026

Firmado por:

magda deleon

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Magda De Leon Perez

For Defendant:

Date: ____________________

By:
For San Francisco Foods LLC

APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

Dated: 1/29/26

By: ____________________
Galen T. Shimoda
Attorney for Plaintiff Bonilla Deleon

For Plaintiffs:

Date: ____________________

____
Erika Bonilla Deleon

Date: ____________________

____
Magda De Leon Perez

For Defendant:

Date: 1/23/26

Charles Burckhardt GM
By:
For San Francisco Foods LLC

APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

Dated: ____________________

By: ____________________
Galen T. Shimoda
Attorney for Plaintiff Bonilla Deleon

APPROVED AS TO FORM

Dated: 01/30/26

FISHER & PHILLIPS LLP

By: ______________________
Boris Sorsher
Attorneys for Defendant

APPROVED AS TO FORM

Dated: 1/27/26

Moon Law Group, PC

By: ______________________
Kane Moon
Attorneys for Plaintiff Magda De Leon Perez