SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

JOSE MARQUEZ, individually and as a Private Attorney General,

Plaintiff,

vs.

PURFOODS, LLC dba MOM'S MEALS, an Iowa limited liability company; PURFOODS HOLDINGS, LLC, a Delaware limited liability company and DOES 1 through 50, inclusive,

Defendants.

Case No.: CIVSB2414847

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT RELEASE

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This Joint Stipulation of Class Action and PAGA Settlement Release ("Agreement") is reached by and between Plaintiff Jose Marquez ("Plaintiff"), as an individual and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendants Purfoods, LLC dba Mom's Meals and Purfoods Holdings, LLC (collectively, "Defendants"), on the other hand. Plaintiff and Defendants are referred to herein collectively as the "Parties." Plaintiff and the Settlement Class are represented by Protection Law Group, LLP (collectively, "Class Counsel"). Defendants are represented by Grant Alexander and Melissa Bell of Allen Matkins Leck Gamble Mallory & Natsis LLP.

On April 24, 2024, Plaintiff Jose Marquez sent a letter to the California Labor and Workforce Development Agency naming Purfoods, LLC dba Mom's Meals and Purfoods Holdings, LLC as Respondents regarding alleged Labor Code violations. That same day, Marquez filed a class action lawsuit titled *Jose Marquez v. Purfoods, LLC dba Mom's Meals, et al. and Does 1 through 50* in San Bernardino Superior Court, Case No. CIVSB2414847.

On August 6, 2024, Plaintiff filed a First Amended Representative Complaint alleging claims under the Labor Code Private Attorneys General Act ("PAGA") in San Bernardino Superior Court, titled *Jose Marquez v. Purfoods, LLC dba Mom's Meals; Purfoods Holdings, LLC* and *Does 1 through 50, inclusive,* Case No. CIVSB241484. The First Amended Complaint specifically alleges violations of: (1) Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period inclusive, Premiums); (3) Cal. Labor Code § 226.7(Unpaid Rest Period Premiums); (4) Cal. Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages); (5) Cal. Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid); (6) Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment); (7) Cal. Labor Code § 226(a); (Failure to Provide Accurate Wage; Statements); (8) Cal. Business & Professions Code § 17200, et seq.; and (9) Cal. Labor Code § 2699, (Pridvate Attorneys General Act).

As a material term of the Settlement, the Parties will stipulate that Plaintiff be permitted to file a Second Amended Complaint ("Complaint") to plead the initial First through Eighth

Causes of Action on a class-wide basis as they had been pled in the original complaint filed in the Action.

Accordingly, the Parties agree as follows:

1. Settlement Class and Allegedly Aggrieved Employees Defined.

A. **Settlement Class:** For the purposes of this Settlement Agreement only, Plaintiff and Defendants stipulate to the certification of the following Settlement Class:

(1) All current and former non-exempt employees who worked for Defendants in California between April 24, 2020 and the date the Court grants Preliminary Approval of the Settlement (the "Class Period").

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

B. **Aggrieved Employees:** For purposes of this Settlement Agreement only, Plaintiff and Defendants stipulate to the following:

(1) All current and former non-exempt employees who worked for Defendants in California between the period from April 24, 2023 through the date the Court grants Preliminary Approval of the Settlement (the "PAGA Period").

2. Release by Settlement Class Members and Plaintiff

The claims released by Plaintiff and Class Members, other than those who submit requests for exclusion, are all claims, rights, demands, liabilities, and causes of action that were alleged, or reasonably could have been alleged, based on the facts alleged in the Complaint during the Class Period (the "Released Class Claims").

The claims released by PAGA Members (the "PAGA Released Claims") are all claims, rights, demands, liabilities, and causes of action for PAGA penalties that were alleged based on the facts alleged in the operative Complaint and Plaintiff's PAGA Notice during the PAGA Period.

Plaintiff and each Settlement Class member who does not timely opt out of the settlement, will fully and finally release and discharge Defendants and all of its officers, directors, employees, and agents (the "Released Parties") as follows:

A. Upon the full funding of the Gross Settlement Amount, all Settlement Class members who do not timely opt out shall fully and finally release and discharge the Released Parties from liability for all claims under state, federal and local law, whether statutory, common law or administrative law, based on the factual allegations set forth in the operative Complaint, including but not limited to claims for Failure to Pay Overtime Owed; Failure to Provide Lawful Meal Periods; Failure to Authorize and Permit Rest Periods; Failure to Pay Minimum Wages; Failure to Timely Pay Wages Owed Upon Separation from Employment; Failure to Timely Pay Wages During Employment; Failure to Provide Accurate Wage Statements; Violation of Cal. Business & Professions Code § 17200, et seq., that arose during the Released Class Period. For avoidance of doubt, this release applies to the Class Period and class action claims.

B. Upon the full funding of the Gross Settlement Amount, all Aggrieved Employees, regardless of whether they opt out shall, under *Arias v. Superior Court* (2009) 46 Cal.4th 969, bind anyone who would have been bound if the Action were brought by the State of California (including non-party Aggrieved Employees) and thus will effectively fully and finally release and discharge the Released Parties from liability for PAGA penalties for all claims under state, federal and local law, whether statutory, common law or administrative law, based on the factual allegations set forth in the operative Complaint in the Action, including but not limited to claims for Failure to Pay Overtime Owed; Failure to Provide Lawful

Meal Periods; Failure to Authorize and Permit Rest Periods; Failure to Pay Minimum Wages; Failure to Timely Pay Wages Owed Upon Separation from Employment; Failure to Timely Pay Wages During Employment; Failure to Provide Accurate Wage Statements; Violation of Cal. Business & Professions Code § 17200, et seq.; and Violations of Cal. Labor Code § 2699, (Private Attorneys General Act) that arose during the PAGA Period. For avoidance of doubt, this release applies to the PAGA Period and claim for PAGA penalties.

C. Nothing contained herein shall constitute a release of any rights or claims that cannot be waived as a matter of law (including but not limited to claims arising under workers' compensation laws). Nor shall anything contained herein be construed to exclude the filing of an administrative charge or complaint with the Equal Employment Opportunity Commission or National Labor Relations Board, or participation in an administrative investigation or proceeding.

D. The Settlement shall become effective on the date upon which the Court's Order granting final approval of the Settlement Agreement is file stamped ("Effective Date").

3. Gross Settlement Amount. Defendants will be obligated to pay a non-reversionary Gross Settlement Amount of Two Hundred Twenty Five Thousand Dollars ($225,000.00) ("Gross Settlement Amount"), which shall be used to satisfy all of Defendant's liabilities arising from the settlement (except for employer-side taxes), inclusive of payments to Class Members who do not opt out of the settlement, Plaintiff's Service Award, Attorneys' Fees and Costs, the PAGA Settlement Amount, and the Settlement Administrator's fees and expenses. The Gross Settlement Amount was calculated with, and is premised on, the understanding that Class Members worked approximately 2,543 workweeks through April 30, 2025. As to that portion of Class Members' settlement payments that constitutes wages, any employer taxes, including the employer FICA, FUTA, and SDI contributions, shall be paid separately from, and in addition to, the Gross Settlement Amount. Based on its records, Defendant estimates that, as of April 30, 2025, Aggrieved Employees worked approximately 2,000 pay periods during the PAGA Period.

A. The Parties agree to pay a Settlement Administrator chosen by Class Counsel and approved by Defendants for its reasonable fees and expenses related to administering this Settlement.

B. Defendants shall pay the Gross Settlement Amount to the Settlement Administrator no later than thirty (30) calendar days after the Effective Date.

C. This is a non-reversionary settlement. The Gross Settlement Amount includes:

(1) All payments (including interest) to the Settlement Class members;

(2) All costs of the Settlement Administrator which are not to exceed $4,990, subject to Court approval;

(3) Up to Ten Thousand Dollars ($10,000.00) for Plaintiff's Class Representative Service Award in recognition for Plaintiff's contributions to the Action and service to the Settlement Class, subject to Court approval;

(4) Up to $74,992.50 or 33.33% of the Gross Settlement Amount payable to Class Counsel for reasonable attorneys' fees incurred to prosecute the Action, plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than $25,000.00, subject to Court approval. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation in the Action, including without limitation, all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible

for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received; and

(5) Twenty Thousand Dollars ($20,000.00) to be paid from the Gross Settlement Amount. The PAGA Penalties shall be allocated as: Five Thousand Dollars and Zero Cents ($5,000.00) for the twenty-five percent (25%) due to the Aggrieved Employees and Fifteen Thousand Dollars and Zero Cents ($15,000.00) for the seventy-five percent (75%) to the LWDA in settlement of PAGA Claims.

D. Defendants will not oppose the reasonableness of these requests. In the event that the Court reduces or does not approve the requested Attorneys' Fees and Costs to Class Counsel, neither Plaintiff nor Class Counsel shall have the right to revoke this Agreement, and it will remain binding. Any reduction by the Court of these requests will revert to the Net Settlement Amount for distribution to the Settlement Class members who do not opt-out.

E. **Employer Payroll Taxes.** The Gross Settlement Amount does not include the employer's share of payroll taxes, which shall be paid by Defendants separate and apart from, and in addition to, the Gross Settlement Amount.

F. **Escalator Clause:** The Parties agree based on the data that there are an estimated 2,543 aggregate workweeks worked by the approximately 65 Settlement Class Members through April 30, 2025. If the actual number of aggregate workweeks worked by the Settlement Class Members exceeds this figure by more than 10% (i.e., if there are 2,797 or more aggregate workweeks worked by the Settlement Class Members), then Defendants will increase the Gross Settlement Amount proportionally by the Workweeks in excess of the Gross Settlement Amount will be increased by the same proportion above 10% excess of 2,543 multiplied by the Workweek value (for example, if the number of Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%). Also, if 10% or more of the Class Members opt out of the class action settlement, Defendants shall have the option of canceling this settlement. Defendants' counsel will confer with Plaintiff's counsel before any cancellation. In the event Defendants decide to cancel the settlement, any costs incurred by the Settlement Administrator will be solely paid by Defendants. The parties agree to cooperate to promote participation in the settlement, and the preliminary and final approval of the settlement.

4. **Payments to** the **Settlement Class:** Settlement Class members are not required to submit a claim form to receive a payment ("Individual Settlement Payment") from the Settlement. Individual Settlement Payments will be determined and paid as follows:

A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for (i) Class Counsel's attorneys' fees, (ii) Class Counsel's costs and expenses, (iii) the Class Representative Service Award, (iv) the Settlement Administrator's fees and expenses for administration, (v) the amount of PAGA civil penalties designated as payable to the LWDA and (vi) the amount of PAGA civil penalties designated as payable to the Aggrieved Employees. The remaining amount shall be known as the "Net Settlement Amount."

B. From the Net Settlement Amount, there will be no claims process and no reversion. Rather, all Class Members who do not opt out will receive a check for their shares of the settlement fund. The Net Settlement Amount will be distributed to Class Members based on number of weeks each Class Member worked during the Class Period. The remainder of the Net Settlement Amount will be distributed to each participating Settlement Class member based on their proportionate number of pay periods worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class member's total pay periods worked during the Class Period, and the denominator of which is the total number of pay periods worked by all participating Settlement Class members during the Class Period.

(1) The entire Net Settlement Amount will be disbursed to all Class Members who do not submit timely and valid requests for exclusion.

(2) If there are any valid and timely requests for exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payment for each Participating Class Member according to the number of pay periods worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Amount.

C. PAGA Payments for the Aggrieved Employees shall be calculated by multiplying the allocated PAGA Payments for the Aggrieved Employees ($5,000.00) by a fraction, the numerator of which is the Aggrieved Employees' total pay periods worked during the PAGA Period, and the denominator of which is the total number of pay periods worked by all Aggrieved Employees during the PAGA Period.

D. All Individual Settlement Payments will be allocated as follows: twenty percent (20%) to settlement of wage claims and eighty percent (80%) to settlement of claims for interest and statutory penalties. The portion allocated to wages shall be reported on an IRS Form W-2 and the portion allocated to interest and penalties shall be reported on an IRS Form 1099 by the Settlement Administrator.

E. Within ten (10) business days following the full funding of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate each Settlement Class member's Individual Settlement Payment, and will prepare and mail the Individual Settlement Payments to the participating Settlement Class members.

F. The portion of the PAGA Amount payable to the PAGA Aggrieved Employees shall be allocated as 100% penalties.

G. The Settlement Administrator will be responsible for issuing to participating Settlement Class members an IRS Form W-2 for amounts paid as wages, and an IRS Form 1099 for amounts paid as penalties and interest. Settlement Class members are responsible for their share of the payroll taxes on portions of the Individual Settlement Payments allocated as unpaid wages, which will be deducted from their Individual Settlement Payments. Neither Plaintiff nor Defendants, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement. To the extent that this Settlement Agreement is interpreted to contain or constitute advice regarding any state or federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Defendants are not responsible for any employee tax obligations regarding the allocation of the Gross Settlement Amount or any payment made pursuant to this Settlement Agreement.

H. Each member of the Settlement Class who receives an Individual Settlement Payment must cash the check(s) within 180 days from the date the Settlement Administrator mails it/them. Any funds payable to Settlement Class members whose checks were not cashed within 180 days after mailing will escheat to the California Secretary of State - Unclaimed Property Fund under the unclaimed property laws in the name of the Settlement Class member. Purfoods, LLC dba Mom's Meals and Purfoods Holdings, LLC shall be deemed to fully discharge its obligations to participating Settlement Class members to whom an Individual Settlement Payment is mailed, regardless of whether such checks are actually received and/or negotiated by Settlement Class members.

I. Neither Plaintiff nor Purfoods, LLC dba Mom's Meals and Purfoods Holdings, LLC shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. Attorneys' Fees and Costs. Defendants will not object to Class Counsel's request for a total award of attorneys' fees of up to 33.33% of the Gross Settlement Amount, which is currently estimated to be $74,992.50. Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed $25,000.00 from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099-MISC by the Settlement Administrator for the fees and costs award approved by the Court. In the event that the Court reduces or does not approve the requested Attorneys' Fees and Costs to Class Counsel, neither Plaintiff nor Class Counsel shall have the right to revoke this Agreement, and it will remain binding. Any reduction by the Court of these requests will revert to the Net Settlement Amount for distribution to the Settlement Class members who do not opt-out.

6. **Class Representative Service Award. Defendants** will not object to a request for a Class Representative Service Award in the amount of $10,000.00 for Plaintiff's time and risk in prosecuting this case, Plaintiff's service to the Settlement Class, and in exchange for Plaintiff's general release of claims. These awards will be in addition to Plaintiff's Individual Settlement Payments as Settlement Class members and shall be reported on an IRS Form 1099-MISC issued by the Settlement Administrator.

7. **Settlement Administrator. Defendants** agrees to the appointment of **Apex Class Action Administration** as Settlement Administrator. Defendants will not object to Plaintiff seeking approval to pay up to $4,990 for the administration services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for establishing a QSF into which it shall deposit and hold the payment from Defendants comprising the Gross Settlement Amount, sending Notice Packets in English and Spanish to the Settlement Class members, calculating Individual Settlement Payments and preparing all checks and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross

Settlement Amount only after Individual Settlement Payments have been mailed to all participating Settlement Class members.

8. **Preliminary Approval:** The Parties **agree** to use their best efforts to schedule a hearing at which to seek preliminary approval of the Settlement so that the hearing occurs within sixty (60) calendar days of the date upon which the Parties execute a long form Settlement Agreement. If it is not possible to schedule a hearing on preliminary approval of the Settlement within sixty (60) calendar days of the date the long form Settlement Agreement is signed, the Parties agree to schedule that hearing at the first available date thereafter. Plaintiff will move the Court for preliminary approval of the Settlement. The Parties agree that Plaintiff's motion for preliminary approval will seek, inter alia, certification of a class, and that this certification is for purposes of the Settlement only. If, for any reason, the Settlement is not approved, the stipulation to certification will have no force or effect. The Parties further agree that certification for purposes of the Settlement is in no way an admission that class certification is proper under the standard applied to contested certification motions and that this Settlement will not be admissible in this or any other proceeding as evidence that (i) a class should be certified as Plaintiff proposed, or (ii) Defendants are liable to Plaintiff or the Class as Plaintiff alleges.

9. **Notice to Settlement Class. Following** preliminary approval, the Settlement Class shall be notified as follows:

A. Within fifteen (15) business days of the court signing an order preliminarily approving this Settlement Agreement, Defendants will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, and workweek data for all Settlement Class members during the Class Period.

B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement

Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Payment for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

C. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline, as defined below, shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within five (5) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have an additional fourteen (14) calendar days after the Response Deadline to opt-out, object, or dispute their Individual Settlement Payment, unless the 14th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline.

D. <u>Requests for Exclusion.</u> Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline"). In the event the 60th day falls on a Sunday or Federal holiday, the Response

Deadline will be extended to the next day on which the U.S. Postal Service is open.

(1) The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Class Member’s telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon, except as to that portion of the Settlement and final judgment dedicated to alleged violations of the PAGA and associated penalties. The names of Excluded Class Members shall be disclosed to the Counsel for both Plaintiff and Defendants and noted in the proposed Judgment submitted to the Court.

(2) At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class member to object to the Settlement or opt-out of the Settlement Class, or encourage any Settlement Class member to appeal from the final judgment.

(3) Defendants' Right to Rescind. Notwithstanding any other provision of this Settlement Agreement, Defendants shall retain the right, in the exercise of its sole discretion, to nullify the Settlement if more than ten percent (10%) of the putative Settlement Class members validly exclude themselves from the Settlement. Defendants shall communicate its decision to nullify the Settlement Agreement pursuant to this paragraph in writing to the Settlement Administrator and Class Counsel no later than ten (10) calendar days after the Response Deadline. In the event that Defendants elect to exercise this right, Defendants shall be solely responsible for paying all costs incurred by the Settlement Administrator through the date that Defendants communicates its decision to nullify the Settlement Agreement in writing to the Settlement Administrator and Class Counsel.

(4) PAGA Aggrieved Employees. All PAGA Allegedly Aggrieved Employees shall receive their share of the PAGA Amount and will be deemed to have released the PAGA Released Claims, regardless of whether or not they timely request to be excluded from the Settlement Class.

E. Objections. Members of the Settlement Class who do not opt-out may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court) within the Response Deadline. Defendants' counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any objection must be postmarked no later than the Response Deadline. Any Settlement Class member who wishes to may appear in person or through their own counsel and raise an objection at the Final Approval Hearing regardless of whether or not they filed a written objection.

F. Notice of Individual Settlement Payment / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement Payment as well as all of the information that was used to calculate the Individual Settlement Payment. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Individual Settlement Payment, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Settlement Agreement. However, if the Settlement Administrator and the Parties cannot agree on a resolution, the Parties will submit the dispute to the Court for a final determination.

G. Defendants understand its legal obligation not to retaliate against the Settlement Class members for their participation and/or election to participate in the benefits to be afforded any of them by the Settlement and/or the Action.

H. Notice of Final Approval. A notice of the Court's Final Approval Order will be posted on the Settlement Administrator's website for the Settlement Class members and PAGA Aggrieved Employees, in compliance with CRC Rule 3.771(b).

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;

B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Service Award, settlement administration costs, and payment to the LWDA for its share of civil penalties under PAGA, payment to the Aggrieved Employees for their share of civil penalties under PAGA; and payment of the Individual Class Member payments to the participating Class Members;

C. Entering judgment pursuant to California Rule of Court 3.769.

11. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

12. **Circular 230 Disclaimer**. EACH **PARTY** TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR

DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

13. **Waiver and Amendment:** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties or their respective counsel, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

14. **Confidentiality:** The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communications with the press about the facts, amount or terms of the settlement.

15. **Notices:** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Plaintiff:

Ryan T. Chuman
ryanc@protectionlawgroup.com
Arnel O. Tan
arnel@protectionlawgroup.com
Joseph O. Marshall
joe@protectionlawgroup.com
Christine V. Reyes
chrsitine@protectionalwgroup.com
PROTECTION LAW GROUP, LLP
149 Sheldon Street
El Segundo, CA 90245

if to Defendants:

Melissa K. Bell
mbell@allenmatkins.com
Daniella Cohensedgh
dcohensedgh@allenmatkins.com
ALLEN MATKINS LECK GAMBLE MALLORY & NATSIS LLP
865 South Figueroa St., 28th Floor
Los Angeles, CA 90017

16. **Binding Agreement:** The Parties intend that this Settlement Agreement shall be fully enforceable and binding upon all Parties, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding the mediation confidentiality provisions that otherwise might apply under federal or state law.

17. **Entire Agreement:** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

18. **Counterparts:** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

19. **No Prior Assignments:** The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

IN WITNESS THEREOF, the Parties to this Settlement Agreement each acknowledge that they have read the foregoing Settlement Agreement, accept and agree to the provisions contained herein, and hereby execute it voluntarily and with full understanding of its consequences.

[Signatures Follow on Next Page]

JOSE MARQUEZ

Dated:____________________

____
Plaintiff

DEFENDANT PURFOODS, LLC DBA MOM'S MEALS

Dated: 5/27/2025

Signed by:
Ron Chima
F76AD3D16FDF4DE...

By: Ron Chima
Its: VP & Deputy GC

DEFENDANT PURFOODS HOLDINGS, LLC

Dated: 5/27/2025

Signed by:
Ron Chima
F76AD3D16FDF4DE...

By: Ron Chima
Its: VP & Deputy GC

JOSE MARQUEZ

Dated: 5/22/2025

Signed by:

E60A59FCDA614A1...

Plaintiff

DEFENDANT PURFOODS, LLC DBA MOM'S MEALS

Dated:____________________

By:________________________

Its:________________________

DEFENDANT PURFOODS HOLDINGS, LLC

Dated:____________________

By:________________________

Its:________________________

APPROVED AS TO FORM:

Dated:____________________

PROTECTION LAW GROUP, LLP

By:______________________________
Ryan T. Chuman
Arnel O. Tan
Joseph O. Marshall
Christine V. Reyes
Attorneys for Plaintiff

Dated: 5/22/2025

ALLEN MATKINS LLP

Signed by:
By: Melissa Bell
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APPROVED AS TO FORM:

Dated: May 22, 2025

PROTECTION LAW GROUP, LLP

By:____________________
Ryan T. Chuman
Arnel O. Tan
Joseph O. Marshall
Christine V. Reyes
Attorneys for Plaintiff

Dated:____________________

ALLEN MATKINS LLP

By:____________________
Daniella Cohensedgh
Melissa K. Bell
Attorneys for Defendant

Exhibit A

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

Jose Marquez v. Purfoods, LLC dba Mom's Meals, et al.
San Bernardino County Superior Court, Case No. CIVSB2414847

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.

To:	**All current and former hourly-paid, non-exempt employees who worked for Purfoods, LLC dba Mom's Meals and Purfoods Holdings, LLC in the state of California, at any time from April 24, 2020 through [DATE OF PRELIMINARY APPROVAL].**

BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by Jose Marquez ("Plaintiff") a former employee of Purfoods, LLC dba Mom's Meals and Purfoods Holdings, LLC. ("Defendants") on April 24, 2024. The case is currently pending in the San Bernardino County Superior Court, Case No. CIVSB2414847.

The lawsuit claims that Defendants violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendants failed to provide compliant meal and rest periods and associated premium pay, did not properly pay employees all wages owed for time worked including overtime, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act ("PAGA"). The lawsuit claims that the Defendants violated the California Labor Code and the California Business and Professions Code, entitling Class Members to, *inter alia*, damages, penalties and restitution. Defendants contend that they compensate employees in full compliance with the law and deny each of the claims and contentions alleged by Plaintiff in the lawsuit. Entering into this settlement is not an admission of wrongdoing.

2. Why is this a class action?

In a class action, one or more people called the Class Representative (in this case Jose Marquez, also known as "Plaintiff"), sue on behalf of people who appear to have similar claims (in this case all individuals who were employed by Defendants Purfoods, LLC dba Mom's Meals and Purfoods Holdings, LLC in the state of California as non-exempt employees at any time from April 24, 2020, through [DATE OF PRELIMINARY APPROVAL]). All these people are referred to here as Class Members. In a class action, one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The San Bernardino County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendants. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement ("Agreement" or "Settlement"). On [DATE OF PRELIMINARY APPROVAL] the Court granted preliminary approval of the Settlement, appointed Plaintiff Jose Marquez as the Class Representative, and appointed his attorneys at Protection Law Group as counsel for the Class ("Class Counsel"). The Court has not made a final ruling on whether the settlement is fair, adequate, and reasonable. Instead, the Court has found that the settlement is within the range of reasonableness that could be approved. A Final Determination on whether to approve the settlement will be made at the hearing on _________. The Class Representative and Class Counsel think the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendants as an hourly-paid, non-exempt employee in the state of California at any time between April 24, 2020, and [DATE OF PRELIMINARY APPROVAL].

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendants will pay a maximum of Two Hundred Twenty-Five Thousand Dollars ($225,000.00) ("Gross Settlement Amount"). This includes all costs and attorneys' fees for Class Counsel.

The "Net Settlement Amount" is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

A. **Attorneys' Fees to Class Counsel** not to exceed 33 and 1/3 % of the Gross Settlement Amount or Seventy-Four Thousand Nine Hundred Ninety-Two Dollars and Fifty Cents ($74,992.50);

B. **Litigation Costs/Expenses to Class Counsel** not to exceed Twenty-Five Thousand Dollars ($25,000);

C. **Incentive Payment to the Class Representative** in an amount not to exceed Ten Thousand Dollars ($10,000.00);

D. **Settlement Administration Costs** which are currently estimated to be Four Thousand Nine Hundred Ninety Dollars ($4,990.00); and

E. **PAGA Payment** in the amount of Thirty-Five Thousand Dollars ($20,000.00) for the settlement of claims arising under the Private Attorney's General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount, ($15,000) shall be paid to the LWDA. The remaining twenty-five percent (25%) ($5,000.00) will be distributed to the non-exempt employees who worked for Defendants from April 24, 2023, to [DATE OF PRELIMINARY APPROVAL] for the release of their claims arising under PAGA.

The amount you are eligible to receive from the settlement, your "Individual Settlement Payment" will be determined on a *pro rata* basis, based on the number of weeks you worked in California as a non-exempt employee of Defendants from April 24, 2020, through [DATE OF PRELIMINARY APPROVAL] ("Workweeks"). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

The Class Portion of your Individual Settlement Payment will be apportioned as twenty percent (20%) wages, eighty percent (80%) interest and penalties. The PAGA Portion of your Individual Settlement Payment will be allocated 100% as penalties. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each class member's settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked XXX workweeks during the Class Period. The Class Portion of your Individual Settlement Payment is $XXX.XX. The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted in the Settlement, if any.

You worked XXX workweeks during the PAGA Period. The PAGA Portion of your Individual Settlement Payment is $XXX.XX.

This Amount was determined based on Defendants' record of your employment between from __________, and ____________, and is presumed correct. If you dispute the accuracy of Defendants' records as to the number of weeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [DATE]. All disputes regarding your workweeks will be resolved and decided by the Parties or if the Parties cannot agree, the Court, after you submit evidence to the Settlement Administrator. The Settlement Administrator's contact information is listed below:

Apex Class Action Administration
18 Technology Drive, Suite 154
Irvine, CA 92618
(800) 355-0700

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Gross Settlement Amount by Defendants, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely request for exclusion will release the "Released Parties" from the "Released Class Claims" that arose during the "Class Period."

The "Released Parties" include Defendants and any of its officers, directors, employees, and agents.

The "Released Class Claims" include all claims, rights, demands, liabilities and causes of actions that are alleged, or that reasonably could have been alleged, based on the facts alleged in the operative Complaint in the Action including factual claims regarding Defendants' alleged: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to provide complete, itemized, accurate wage statements; (v) failure to pay wages timely at time of separation of employment, termination or resignation; (vi) failure to provide timely pay wages during employment; and (vii) unfair business practices.

The "Class Period" during which the release of Released Class Claims pertains is from April 24, 2020, to [DATE OF PRELIMINARY APPROVAL].

Additionally, all current and former non-exempt employees of Defendants who were employed by Defendants in the state of California between April 24, 2023, and [DATE OF PRELIMINARY APPROVAL] shall release the Released PAGA Claims that arose during the PAGA Period. You cannot opt-out of the release of the claims alleged under PAGA.

The "Released PAGA Claims" include: all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the facts alleged both in the PAGA Notice provided to the LWDA and in the operative complaint, including but not limited to penalties that could have been awarded pursuant to Labor Code sections 201, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174.5, 1194, 1197, 1197.1, 1198, 1199, and 2699.

The "PAGA Period" during which the release of the Released PAGA Claims pertains is from April 24, 2023, to [DATE OF PRELIMINARY APPROVAL].

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendants with respect to the Released Class Claims then you must submit a request for exclusion in conformity with the requirements set forth herein. <u>If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment for your *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.</u>

8. How can I not participate in the Settlement?

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must include a clear statement that you do not wish to be included in this action.

The written for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [DATE]. <u>You cannot exclude yourself by phone</u>.

Apex Class Action Administration
18 Technology Drive, Suite 154
Irvine, CA 92618
(800) 355-0700

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will <u>not</u> be legally bound by the release of Released Class Claims.

You may be able to sue Defendants and/or the Released Parties or continue any suit you have pending against Defendants or the Released Parties, regarding the Released Class Claims.

9. If I don't exclude myself, can I sue Defendants for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendants and Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

10. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you will not receive a portion of the Net Settlement Amount, as defined in Item 5, above. You will only receive your *pro rata* share of the PAGA Payment if you worked between April 24, 2023, and [DATE OF PRELIMINARY APPROVAL] because the Request for Exclusion does not apply to the PAGA claim.

But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved PROTECTION LAW GROUP, LLP. as Class Counsel. The firm's contact information is:

PROTECTION LAW GROUP LLP
Ryan Chuman, Esq.
Arnel O. Tan, Esq.
Joseph O. Marshall, Esq.
Christine V. Reyes, Esq.
149 Sheldon Street
El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

Class Counsel will ask the Court for attorneys' fees of up to $74,992.50 and reimbursement of litigation cost/expenses of up to $25,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [DATE]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

13. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at _______ a.m./p.m. on [_______________, 2025], in Department S26 of the San Bernardino County Superior Court, located at 247 W. 3rd Street, San Bernardino, CA 92415.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to attend the hearing. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person or remotely if you wish. Remote appearances may be scheduled through the San Bernardino County Superior Court's website at **https://www.sb-court.org/general-information/remote-access**.

16. How will I learn if the settlement was approved

A notice of final judgment will be posted on the Settlement Administrator website located at www.__________com

IF YOU DO NOTHING

17. What happens if I do nothing?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or Released Parties about the Released Class Claims. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there.

GETTING MORE INFORMATION

18. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at _______________ or by contacting the Settlement Administrator or Class Counsel.

Class Administrator	**Class Counsel**

Apex Class Action Administration
18 Technology Drive, Suite 154
Irvine, CA 92618
(800) 355-0700

PROTECTION LAW GROUP LLP
Ryan T. Chuman, Esq.
Arnel O. Tan, Esq.
Joseph O. Marshall, Esq.
Christine V. Reyes, Esq.
149 Sheldon Street
El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes ?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE