CLASS AND COLLECTIVE ACTION AND PAGA SETTLEMENT AGREEMENT

Subject to court approval, this Class and Collective Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs Maribel Roman, Aldo Marquez, and Karla Bulnes ("Plaintiffs"), individually and on behalf of the Settlement Class, and Defendant Nongshim America, Inc. ("Defendant"). The Agreement refers to Plaintiffs and Defendant as "Parties" or individually as a "Party."

1. DEFINITIONS.

1.1 "Action" means Plaintiffs' pending lawsuits alleging wage and hour violations against Defendant, captioned as follows: *Maribel Roman v. Nongshim America, Inc.*, et al., San Bernardino County Superior Court, Case No. CIVSB2409449 (the "Roman Action"); *Aldo Marquez v. Nongshim America, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2310354 (the "Marquez I Action"); *Aldo Marquez v. Nongshim America, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2315656 (the "Marquez II Action") (collectively with Marquez I, the "Marquez Actions"); and *Karla Bulnes v. Nongshim America, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVRS2400678 (the "Bulnes Action") (collectively, the "Action"). The Parties agree that they will amend the Roman Action to add the other Plaintiffs as named parties in order to seek approval of the settlement in the Roman Action.

1.2 "Address Search" means the Administrator's search for Covered Employees' mailing addresses using all reasonably available sources, including but not limited to the National Change of Address database, skip traces, and direct contact by the Administrator.

1.3 "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.4 "Administration Expenses" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and costs in accordance with the Administrator's bid as approved by the Court. The Administration Expenses shall not exceed $17,000.00, except for a showing of good cause and as approved by the Court.

1.5 "Attorneys' Fees" mean the amounts allocated to Plaintiffs' Counsel for reimbursement of reasonable attorneys' fees in connection with this Settlement in an amount not to exceed 1/3 of the Gross Settlement Amount.

1.6 "Class" or "Class Member(s)" means all persons who worked for Defendant as a non-exempt, hourly employee in California at any time from August 29, 2022, through January 14, 2025.

1.7 "Class Counsel" or "Plaintiffs' Counsel" means Moon Law Group, PC, Koul Law Firm, Majarian Law Group, APC, and Haines Law Group.

1.8 "Class Data" means Class Member identifying information in Defendant's possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9 "Class Period" means the period from August 29, 2022, through January 14, 2025.

1.10 "Class Notice" means the Notice of Class Action and PAGA Settlement, attached as **Attachment A** and including the Request for Exclusion, attached as **Attachment B**, to be mailed to Class Members and incorporated by reference into this Agreement.

1.11 "Class Response Deadline" means 45 days after the Administrator mails Notice to Class Members and shall be the last date on which Class Members may: (a) email or mail Requests for Exclusion from the Settlement, or (b) email or mail an Objection to the Settlement. Class Members to whom the Class Notice is re-sent after being returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline expiry.

1.12 "Class Representatives" or "Plaintiffs" refers to Maribel Roman, Aldo Marquez, and Karla Bulnes.

1.13 "Class Workweek" means any week during which a Class Member worked for Defendant for at least one day as a non-exempt employee during the Class Period. Defendant shall provide the Class Workweeks for each Class Member based on that Class Member's time and payroll records during the Class Period to the Administrator. Defendant may exclude weeks where a Class Member did not record any time in Defendant's timekeeping system, including vacation and leave weeks. To clarify, Class Workweeks do not include any work performed by any direct employee of Changing Lives Staffing, Inc. ("Changing Lives"). The Class covered by the Settlement includes only direct employees of Defendant who worked during the Class Period and Aldo Marquez. Employees of Changing Lives are subject to a wholly separate settlement agreement and release.

1.14 "Class Workweek Estimate" means, and based on a review of Defendant's records to date, a total of 47,000 Class Workweeks.

1.15 "Court" means the San Bernardino County Superior Court of California, the forum where the Motion for Preliminary Approval will be filed.

1.16 "Covered Employees" means all PAGA Members and all Class Members.

1.17 "Defense Counsel" means Davis Wright Tremaine, LLP.

1.18 "Effective Date" means the date on which the Court enters Judgment on its order granting Final Approval of the Settlement and the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no objections filed/raised, the fourteenth (14) day following service of a Notice of Entry of Order Granting Final Approval and/or Judgment; (ii) if objections is filed/raised, the date of affirmance of an appeal of the Order Granting Final Approval and/or Judgment becomes final under the California Rules of Court; or (iii) the date of final dismissal of any appeal from the Order Granting Final Approval and/or Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Order Granting Final Approval and/or Judgment, and issuance of remittitur.

1.19 "Employee Data" means all Covered Employees' names, last-known mailing addresses, Social Security numbers, and number of Class Workweeks and PAGA Periods.

1.20 "Employee Paid Taxes" means taxes paid by an individual employee, including Federal Insurance Contributions Act, federal income tax, state disability insurance, state income tax payments.

1.21 "Employer Paid Taxes" means taxes paid by the employer, including Federal Unemployment Tax Act, Federal Insurance Contributions Act, state unemployment insurance, and Employee Training Tax payments.

1.22 "Final Approval" means the Court's order granting final approval of the Settlement.

1.23 "Final Approval Hearing" means the Court's hearing on the final motion for approval of the Settlement.

1.24 "Gross Settlement Amount" means **$<u>470,000.00</u>**, which is the total amount Defendant agrees to pay under the Settlement, subject to the terms and conditions of this Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments (including all Employee Paid Taxes), Individual PAGA Payments, the LWDA PAGA Payment, Attorneys' Fees, Litigation Costs, Service Payments, and the Administration Expenses. Defendant will not be responsible for any payments separate or in addition to the Gross Settlement Amount, except for Employer Paid Taxes on the wage portions of the Individual Class Payments to Class Members.

1.25 "Individual Class Payments" means the Participating Class Member's pro rata share of the Net Settlement Amount, calculated according to the number of Class Workweeks, less any and all Employee Paid Taxes required by law as a result of the payment of the amount allocated to such Class Member as set forth herein.

1.26 "Individual PAGA Payments" means the PAGA Members' pro rata share of the 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.27 "Individual Settlement Payments" means the Individual Class Payment and the Individual PAGA Payments.

1.28 "Judgment" means the judgment entered by the Court based upon the Final Approval of the Settlement.

1.29 "Litigation Costs" means the amount incurred by Plaintiffs' Counsel to prosecute the Action, according to proof and subject to Court approval, but not to exceed $18,000.00.

1.30 "LWDA" means the California Labor Workforce and Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.31 "LWDA PAGA Payment" means the 75% share of the PAGA Payment allocated to be paid to the LWDA under Labor Code section 2699, subd. (m).

1.32 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Service Payments, Attorneys' Fees, Litigation Expenses, Individual PAGA Payments, the LWDA PAGA Payment, and the Administrator's Expenses.

1.33 "Net PAGA Payment" means the 25% share of the PAGA Payment allocated to be paid to the PAGA Employees under Labor Code section 2699, subd. (m).

1.34 "Non-Participating Class Member" means any Class Member who submits a valid and timely Request for Exclusion from the Settlement.

1.35 "Objection to Settlement" a Class Member's valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must: (a) include the objector's full name, address, telephone number, last four digits of the employees social security number or employee ID number, (b) set forth a written statement of all grounds for the objection accompanied by legal support, if any, for such objection, and (c) be signed by the Class Member.

1.36 "Operative Complaint" means the Second Amended Complaint filed by Plaintiffs in the Roman Action.

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

1.38 "PAGA" means California's Private Attorneys General Act of 2004.

1.39 "PAGA Period" means April 16, 2023, through January 14, 2025.

1.40 "PAGA Payment" means $25,000.00, which is the amount provided in exchange for the release of the PAGA claims addressed in this Settlement, and which shall be paid from the Gross Settlement Amount, with 75% of the PAGA Payment constituting the LWDA PAGA Payment, with the remaining 25% constituting the Net PAGA Payment to be allocated and paid to PAGA Members.

1.41 "PAGA Counsel" or "Plaintiffs' Counsel" means Moon Law Group, PC, Koul Law Firm, Majarian Law Group, APC, and Haines Law Group.

1.42 "PAGA Members" means all individuals currently or formerly employed by Defendant in California as hourly, non-exempt employees during the PAGA Period.

1.43 "PAGA Notice" means Named Plaintiffs' letters to Defendant and the LWDA, including any amendments thereto, pursuant to Labor Code § 2699.3(a).

1.44 "PAGA Pay Period" means any pay period during which a PAGA Member worked for Defendant as a non-exempt employee for at least one day during the PAGA Period. Defendant shall provide the PAGA Pay Periods for each PAGA Member based on that PAGA Member's time and payroll records during the PAGA Period to the Administrator. To clarify, PAGA Pay Periods do not include any work performed by any direct employee of Changing Lives. The PAGA Members covered by the Settlement includes only direct employees of Defendant who worked during the PAGA Period and Aldo Marquez. Employees of Changing Lives are subject to a wholly separate settlement agreement and release.

1.45 "PAGA Representatives" or "Named Plaintiffs" refers Maribel Roman, Aldo Marquez, and Karla Bulnes.

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

1.47 "Released Class Claims" means the claims being released in connection with this Settlement, as set forth in Paragraph 5.2 below.

1.48 "Released PAGA Claims" means the claims being released in connection with this Settlement, as set forth in Paragraph 5.3 below.

1.49 "Released Parties" means: Defendant and each of its past, present and future agents, employees, servants, officers, directors, managing agents, members, owners (whether direct or indirect), partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and alleged joint employers, temporary staffing agencies (whether direct or indirect), contractors, affiliates, service providers, alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns, and any and all persons and/or entities acting under, by, through or in concert with any of them.

1.50 "Request for Exclusion" means a valid and timely written statement submitted by a Class Member requesting to be excluded from the settlement of the class claims. The request for exclusion should (a) contain the Class Member's name, address, telephone number, and the last four digits of the Class Member's Social Security number and/or the Employee ID number, (b) set forth a clear statement requesting to be excluded from the settlement of the class claims similar to the following: "I wish to exclude myself from the settlement with Defendant GAT Airline Ground Support Inc. I understand that by excluding myself, I will not receive money from the settlement of my individual claims," and (c) be signed by the Class Member. To be effective, the Request for Exclusion must be post-marked by the Response Deadline and received by the Settlement Administrator. The request for exclusion shall not be effective as to the release of claims arising under the Private Attorneys' General Act.

1.51 "Service Payments" means the payment to the Named Plaintiffs for initiating and providing services in support of the Action in an amount up to $7,500.00, each, subject to Court approval, which also constitutes consideration for Plaintiffs' individual settlement and general release of all claims, as set forth in this Agreement.

1.52 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.53 "Settlement Payment Check" means the payment to Class Members.

2. RECITALS.

2.1 On April 17, 2024, Roman filed a complaint alleging causes of action against Defendant for violations under the Labor Code and Business and Professions Code for: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) meal period violations, (4) rest period violations, (5) failure to indemnify, (6) failure to pay final wages, (7) wage statement violations, and (8) unfair business practices. On July 8, 2024, Roman filed a First Amended Complaint adding (9) alleged violations of the Private Attorneys General Act ("PAGA"). On May 11, 2023, Marquez filed a complaint alleging causes of action against Defendant and Changing Lives for violations under the Labor Code and Business and Professions Code for: (1) failure to pay for all hours worked, (2) failure to include nondiscretionary bonuses and shift differential pay in regular rate of pay, (3) failure to properly calculate and pay sick leave wages, (4) failure to pay all wages owned twice per month, (5) failure to pay wages upon termination, (6) failure to provide rest breaks, (7) failure to provide uninterrupted meal breaks, (8) failure to provide accurate itemized wage statements (9) unfair business practices. On August 22, 2024, Bulnes filed a complaint alleging causes of action against Defendant for violations under the Labor Code and Business and Professions Code for: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) meal period violations, (4) rest period violations, (5) failure to indemnify, (6) wage statement violations, (7) waiting time penalties, and (8) unfair business practices. On October 28, Bulnes filed First Amended Complaint adding a violation of the PAGA. On September 10, 2025, the Parties filed a joint stipulation seeking leave to file the Second Amended Class and Representative Action Complaint ("Second Amended Complaint"), asserting all causes of action alleged in all three lawsuits. The Second Amended Complaint is referred to herein as the "Operative Complaint."

Defendant denies the allegations in the complaints and the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.2 On April 16, 2024, and pursuant to Labor Code section 2699.3, subd.(a), Roman gave timely written notice to Defendant and the LWDA by sending the Roman PAGA Notice. On August 21, 2024, Bulnes gave timely written notice to Defendant and the LWDA by sending the Bulnes PAGA Notice. On April 28, 2024, Marquez gave timely written notice to Defendant and the LWDA by sending the Bulnes PAGA Notice (collectively "PAGA Notices").

2.3 On November 14, 2024, the Parties participated in an all-day mediation presided over by mediator Eve Wagner which led to this Agreement to settle the Action.

2.4 Prior to mediation and in negotiating the Settlement, Plaintiffs obtained, through informal discovery, relevant information from Defendant, including but not limited to, employee time and payroll records, records relating to Plaintiffs, Defendant's policy documents, and the exchange of relevant data points pertaining to the Class and PAGA claims. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk / Kullar*").

2.5 The Court has not yet granted class certification.

2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Subject to all terms of this Agreement, Defendant shall pay the Gross Settlement Amount of $470,000.00 in connection with this Settlement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Covered Employees to submit any claim or form as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.1.1 Employer Payroll Taxes: The Gross Settlement Amount does not include any employer payroll taxes owed on the Wage Portion of the Individual Class Payments, which shall be paid separately by Defendant as calculated by the Administrator.

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

3.2.1 To Plaintiffs: Service Payments of $7,500.00 to each Plaintiff, for a total of $22,500.00, in addition to any Individual Settlement Payments that they may be entitled to receive as Covered Employees. Defendant will not oppose Plaintiffs' request for Service Payments that do not exceed this amount. As part of the Motion for Final Approval, Plaintiffs will seek Court approval for any Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for all Employee Paid Taxes owed on the Service Payments. An award of less than the requested amount for the Service Payments will not give rise to a basis to abrogate the Settlement Agreement and the Court has authority under this Agreement to reduce (or increase) the Service Payments, at its discretion at the final approval stage.

3.2.2 To Plaintiffs' Counsel: Attorneys' Fees, of not more than 1/3 of the Gross Settlement Amount, which is currently estimated to be $156,666.66, and Litigation Costs, of not more than $18,000.00 to Plaintiffs' Counsel. Defendant will not oppose requests for these payments, provided the requests do not exceed the amounts set forth in this Agreement. If the Court approves Attorneys' Fees and/or Litigation Costs in an amount less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Attorneys' Fees and/or Litigation Costs. The Administrator will pay the Attorneys' Fees and Litigation Costs using one or more IRS 1099 Forms. Class

Counsel assumes full responsibility and liability for taxes owed on the Attorneys' Fees and the Litigation Costs and agrees to defend the Released Parties, hold the Released Parties harmless, and indemnify the Released Parties, from any dispute or controversy regarding any division or sharing of any of these Payments. A reduction by the Court of either the Attorneys' Fees and/or Litigation Costs payment(s) shall not be grounds to nullify this Agreement.

3.2.3 To the Administrator: Administration Expenses, not to exceed $17,000.00, to the Administrator. To the extent the Administration Expenses are less or the Court approves payment less than the Administration Expenses set forth in this Agreement, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.4 To Each Participating Class Member/Tax Allocation: An Individual Class Payment calculated by: (a) dividing the Net Settlement Amount by the total number of Class Workweeks worked by all Participating Class Members during the Class Period; and (b) multiplying the result by each Participating Class Member's Class Workweeks. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.6 To the LWDA: Subject to Court approval, the PAGA Payment will be allocated to cover any and all claims for civil penalties associated with the Released PAGA Claims that were, or could have been, brought in the Actions under PAGA based on the factual allegations in the Operative Complaint and PAGA Notices; 75% of the PAGA Payment, ($18,750.00) will be paid to the LWDA (i.e., the LWDA PAGA Payment) and the remaining 25% of the PAGA Payment ($6,250.00) will be distributed to PAGA Members as penalties in exchange for a full and final release of the PAGA claims. The Court has authority under this Agreement to increase (or reduce) the PAGA Payment up to and including at the final approval hearing, and the Parties respectfully reserve the right to increase (or reduce) the PAGA Payment up to and including at the final approval stage, subject to the Court's final approval. If the Court approves a PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.7 To Each PAGA Member/Tax Allocation: An Individual PAGA Payment calculated by: (a) dividing the PAGA Payment ($6,250.00) by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period; and (b) multiplying the result by each PAGA Members' PAGA Pay Periods. The Individual PAGA Payments are not subject to wage withholdings and will be reported on IRS 1099 Forms. Covered Employees assume full responsibility and liability for any individual taxes owed on their Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Delivery of Employee Data to Administrator. Not later than twenty (20) days after the Court grants Preliminary Approval, Defendant will deliver the Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Covered Employees' privacy, the Administrator must maintain the Employee Data in confidence, use the Employee Data only for purposes of this Settlement, and restrict access to the Employee Data to Administrator employees who need access to the Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Plaintiffs' Counsel if it discovers that the Employee Data omitted Covered Employees' identifying information and to provide corrected or updated Employee Data as soon as reasonably feasible. Without any extension of the foregoing deadline the Parties and their counsel must expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Employee Data.

4.2 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and fund the amounts necessary to fully pay its share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.3 Payments from the Gross Settlement Amount. Within 7 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Settlement Payments, the Administration Expenses, the LWDA PAGA Payment, Attorneys' Fees, Litigation Costs, and Service Payments.

4.3.1 The Administrator will issue checks for the Individual Settlement Payments and send them to Covered Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members. The Administrator will send checks for Individual PAGA Payments to all PAGA Members, who have no right to opt-out or otherwise exclude themselves from the settlement and release of PAGA claims set forth in this Settlement. The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2 The Administrator must conduct an Address Search for all other Covered Employees whose checks are returned undelivered without USPS forwarding addresses. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Covered Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Covered Employee whose original check was lost or misplaced, requested by the Covered Employee prior to the void date.

4.3.3 For any Covered Employee whose Individual Settlement Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds, in the name of the Covered Employee, to the State of California's Unclaimed Property Division. The Parties agree and acknowledge that such unclaimed funds shall be in a non-interest bearing Qualified Settlement Fund Account created pursuant to Internal Revenue Code Section 1.468B-1 up until the time of disbursement. No interest will have accrued prior to disbursement because the account has to be a checking account (non-interest bearing) in order to disburse. The Parties understand and agree that because no interest will have accrued on the unclaimed funds prior to disbursement there will be no obligation on the part of Defendant, the Settlement Administrator, or any other person to pay any interest upon disbursement of the unclaimed funds under California Code of Civil Procedure section 384, and further agree that any proposed Preliminary Approval or Final Approval Order shall reflect the same.

4.3.4 The payment of Individual Settlement Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Covered Employee beyond those specified in this Agreement.

4.4 Payments to the Responsible Tax Authorities. The Administrator will pay the Participating Class Members' portion of normal payroll withholding taxes out of each person's Individual Class Payment. The Administrator shall also pay Defendant's portion of payroll taxes as the current or former employer (including the employer's payment of applicable FICA, FUTA, and SUI contributions, etc.) to the appropriate local, state, and federal taxing authorities. The Administrator will calculate the amount of the Participating Class Members' and Defendant's portion of payroll withholding taxes and forward those amounts to the appropriate taxing authorities.

5. RELEASES OF CLAIMS.

Effective on the date when Defendant fully funds the Gross Settlement Amount and all associated employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the following releases of claims against all Released Parties will take effect:

5.1 Named Plaintiffs' General Release. As a condition of receiving any portion of the Service Payments, Plaintiffs' and each of Plaintiffs' respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to from all known and unknown claims, transactions, or occurrences under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to Plaintiff's employment with Defendant and Plaintiffs' compensation while so employed ("Plaintiffs' Release"). Plaintiffs' Release includes all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Action, Operative Complaint, PAGA Notices, or ascertained during the Action; and (b) any other claims, debts, liabilities, demands, damages, obligations, actions and causes of actions, of any nature whatsoever, whether known or unknown, or suspected or unsuspected, arising out of or in connection with their employment with Defendant, the separation of such employment, or any other act, omission or event occurring between the Parties at any time prior to the date the Plaintiffs executes this Agreement. This General Release includes, without limitation: (1) all claims for violation of any federal, state or local statute, ordinance or regulation relating to employment benefits, leaves of absence, or discrimination, harassment, retaliation, or whistleblowing in employment, specifically including, without limitation, the California Fair Employment and Housing Act, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Genetic Information Nondiscrimination Act, the Americans with Disabilities Act, and the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the Securities Act, the Immigration Reform and Control Act the Worker Adjustment and Retraining Notification Act of 1988, the California Worker Adjustment and Retraining Notification Act, the Uniformed Service Employment and Reemployment Rights Act, and any regulation of any administrative agency or governmental authority relating to employment benefits or discrimination or harassment or retaliation in employment; (2) all claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; failure to pay wages at least twice each calendar month; failure to timely pay wages; failure to timely pay final wages; missed/short/late/ interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; reimbursement for all necessary business expenses; payment for all hours worked, including off-the-clock work; wage statements; deductions; failure to keep accurate records; failure to provide records; failure to provide suitable seating; failure to maintain temperature providing reasonable comfort; unlawful deductions and/or withholdings from wages; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement and payroll reporting penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs. Plaintiffs' Release includes all claims arising under the California Labor Code (including, but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 246, 247.5, 248.5, 256, 450, 510, 511, 512, 515, 516, 550, 551, 552, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1197.5, 1198, 1198.5, 2698 *et seq.,* 2699 *et seq.,* 2802, and 2804); all claims arising under: the Wage Orders of the California Industrial Welfare Commission; the California Equal Pay Act of 1949; the California Fair Pay Act; the California Private Attorneys General Act of 2004 (PAGA); California Business and Professions Code section 17200, *et seq.*; the California Civil Code, to include sections 3287, 3336 and 3294; 8 CCR §§ 3203, 11070, 11090, 11100; California Code of Civil Procedure § 1021.5; California Code of Civil Procedure § 1281.98; all state and local ordinances related to COVID-19 right of recall; the California common law of contract; the FLSA, 29 U.S.C. §§ 201, *et seq.*; 29 CFR 778.223; 29 CFR 778.315; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. §§ 1001, *et seq.* (ERISA); (3) any non-statutory tort or contractual claim, including all claims for breach of oral, implied or written contract, breach of implied covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, conversion, emotional distress, retaliation, punitive damages; (4) all claims for wrongful termination of employment; (5) all claims for lost wages, penalties and/or benefits; and (6) all claims for attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), as amended by OWBPA, and the California Fair Employment and Housing Act (FEHA). Plaintiffs' General Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' General Release shall be and remain effective in all respects, notwithstanding such different or additional facts or their discovery of them.

5.1.1 Named Plaintiffs' Section 1542 Waiver. For purposes of Plaintiffs' General Release, Named Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2 Release by Participating Class Members: All Participating Class Members release Released Parties from any and all claims, damages, and penalties asserted in the Action and/or arising from the facts alleged in the Operative Complaint, or that reasonably could have been raised, based on the facts alleged in the Operative Complaint ("Released Class Claims"). The Released Class Claims include all claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work; failure to reimburse business expenses; wage statements; failure to keep accurate records; failure to timely pay wages; failure to timely pay final wages; violations of California's paid sick leave laws; failure to provide supplemental paid sick leave; unfair business practices related to the Labor Code violations alleged in the Operative Complaint; penalties, including recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; non-compliant wage statements; attorneys' fees and costs associated with recovery of the alleged Labor Code violations alleged in the Operative Complaint; and generally all claims that could have been brought based on the facts alleged in the Operative Complaint arising under: the California Labor Code (including, but not limited to, sections 200, 201, 202, 203, 204, 206, 210, 216, 218, 218.5, 218.6, 223, 225.5, 234, 226, 226.3, 226.6, 226.7, 227.3, 233, 234, 245-248.7, 432, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2804, 2810.5); the Wage Orders of the California Industrial Welfare Commission; and the California Business and Professions Code section 17200, *et seq*. This release excludes the release of claims not permitted by law.

5.3 Release by PAGA Members: All PAGA Members and the LWDA release Released Parties from, and are forever barred from pursuing such against Released Parties for all claims for civil penalties under PAGA that were alleged, or could have been alleged, based on the facts asserted in the PAGA Notices as amended, including but not limited to, claims relating to failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work; failure to reimburse business expenses; wage statements; failure to keep accurate records; failure to timely pay wages; failure to timely pay final wages; violations of California's paid sick leave laws; failure to provide supplemental paid sick leave; and alleged violations of Labor Code sections 200, 201, 202, 203, 204, 206, 210, 216, 218, 218.5, 218.6, 223, 225.5, 234, 226, 226.3, 226.6, 226.7, 227.3, 233, 234, 245-248.7, 432, 510, 512, 516, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2804, 2810.5, 2698, *et seq*. and 2699 *et seq* and IWC Wage Orders 1-2001 and 4-2001("Released PAGA Claims"). The Released PAGA Claims are limited to the PAGA Period. PAGA Members will be bound by the release of the Released PAGA Claims regardless of their decision to participate in or opt out of the release of the Released Class Claims.

6. MOTION FOR SETTLEMENT APPROVAL.

6.1 Preliminary Approval. Plaintiffs will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the San Bernardino County Superior Court's current requirements for Preliminary Approvals, as applicable. Plaintiffs will provide a draft to Defense Counsel at least three days before filing for review and comment. Not later than 16 court days before the Preliminary Approval Hearing, Named Plaintiffs shall move for an order conditionally certifying the Class for settlement purposes only, granting Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice. Defendant shall accept service of the Motion (or any other motions, stipulations, declarations, proposed orders, exhibits, or other documents filed in connection with this Settlement) via electronic service at the email addresses set forth in this Agreement or, if an electronic service agreement is already in place, at the email addresses in the Parties' electronic service agreement. Plaintiffs shall provide notice of the Settlement to the LWDA as required by Labor Code § 2699(l)(2).

6.2 Duty to Cooperate. After execution of this Agreement Plaintiffs' Counsel shall promptly file an amended PAGA notice to the LWDA including all Released PAGA Claims enumerated in Paragraph 5.3 above. If the Parties disagree on any aspect of the proposed Settlement or forthcoming motions or joint stipulations for approval, Plaintiffs' Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to resolve the disagreement. If the Court does not grant settlement approval or conditions any approval or review on any of the "Basic Settlement Terms"(defined herein as relating to the Gross Settlement Amount; the parameters of the Released Class Claims, Released PAGA Claims, Plaintiffs' General

Release, the covered Class Period; and revisions to the Escalator Clause), Plaintiffs' Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to modify the Agreement and satisfy the Court's concerns to their mutual satisfaction. Should the Court ultimately decline to approve all the Basic Settlement Terms without material change, the Settlement will be null and void and shall have no force or effect, and no Party shall be bound by any of its terms, and the Parties will have no further obligations under it. The Agreement and all negotiations, statements, and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to the execution of the Agreement.

6.3 Stay and Dismissal of Other Lawsuits. After filing the Operative Complaint, the Parties shall seek to stay, or continue the stay of, the Bulnes Action pending approval of the settlement. The Marquez Actions shall not be stayed and will proceed solely against Changing Lives Staffing, Inc., which is not a party to this settlement and is not included in any releases, including Plaintiffs' Release – though the Marquez Actions have also been settled. The Bulnes Action will be dismissed following the Court's approval of the settlement.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected the Administrator to administer this Settlement. The Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number to calculate payroll tax withholdings and report to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than 3 business days after receipt of the Employee Data, the Administrator shall notify Plaintiffs' Counsel that the list has been received and state the number of Covered Employees and Class Workweeks and PAGA Pay Periods in the Employee Data.

7.4.2 Using best efforts to perform as soon as possible, and no later than 14 days after receiving the Employee Data, the Administrator will send to all Class Members identified in the Employee Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Attachment A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment payable to the Class Member, and the number of Class Workweeks used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Covered Employees' addresses using the National Change of Address database.

7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct an Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, challenges to Class Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the time otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendant or Plaintiffs' Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Employee Data and should have received Class Notice, the Parties will expeditiously meet and confer in a good-faith effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be signed and timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if it is signed and the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class

Members' Release in Paragraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment, nor shall they have the right to object to the Settlement. Class Members who submit a valid and timely Request for Exclusion but qualify as PAGA Members remain bound by the PAGA Release in Paragraph 5.3 of this Agreement.

7.6 Challenges to Calculation of Class Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and/or PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Class Workweeks contained in the Class Notice are correct so long as they are consistent with the Employee Data. The Administrator's determination of each Class Member's allocation of Class Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Class Workweeks to Defense Counsel and Plaintiffs' Counsel and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the Settlement, including contesting the fairness of the Settlement.

7.7.2 Participating Class Members may send written objections to the Administrator, by email or mail. Alternatively, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to the Settlement.

7.8 Administrator Duties. The Administrator has a duty and is authorized to perform and observe all tasks necessary to effectuate and administer the Settlement in a manner consistent with the terms of this Agreement.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish, maintain, and use its own company website with their contact information included so that Covered Employees may find the Administrator on the World Wide Web including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, and the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member telephone calls and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the Response Deadline, the Administrator shall email a list to Plaintiffs' Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly or biweekly basis, provide written reports to Plaintiff's Counsel and Defense Counsel that tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Class Workweeks received and/or resolved, and checks mailed for Individual Class Payments. The Weekly Reports must provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Class Workweek Challenges. The Administrator has the authority to address and make final decisions, consistent with the terms of this Agreement, on all Class Member challenges over the calculation of Class Workweeks. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Plaintiffs' Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Covered Employees, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Plaintiffs' Counsel is responsible for filing the Administrator's declaration(s) in Court.

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

8. ESCALATION CLAUSE. Based on its records, Defendant represents that Class Members have worked approximately 47,000 Workweeks during the Class Period. If the total number of workweeks during the Class Period increases more than 10% (i.e., more than 51,700 workweeks), Defendant shall increase the Gross Settlement Amount in proportion to the increase in workweeks over the 10% threshold, or Defendant may, at its election, shorten the Class Period to end on an earlier date to avoid triggering the escalator. For example, if the total number of workweeks worked by Class Members during the Class Period increases by 12% from the estimated 47,000 workweeks, the Gross Settlement Amount will increase by 2% (actual increase minus the 10% tolerated increase) or Defendant may agree to shorten the Class Period as set forth above.

9. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. If Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party shall have any further obligation to perform under this Agreement. The Parties shall jointly be responsible for paying all Administration Expenses incurred to that point. To elect to withdraw, Defendant must notify Plaintiffs' Counsel and the Court of its election to withdraw not later than seven (7) days after the Response Deadline.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the Final Approval Hearing, Named Plaintiffs will file in Court and serve on Defendant a Motion for Final Approval of the Settlement that includes a Proposed Final Approval Order and a Proposed Judgment, which shall specifically state and include a request for approval of the PAGA settlement under Labor Code § 2699, subd. (s). Plaintiffs' Counsel will provide drafts of the Proposed Final Approval Order and Proposed Judgment to Defense Counsel at least 3 days in advance of filing for Defense Counsel's review. Defendant shall accept service of the Motion for Final Approval (or any other motions, stipulations, declarations, proposed orders, exhibits, or other documents filed in connection with this Settlement) via electronic service at the email addresses set forth in this Agreement or, if an electronic service agreement is already in place, at the email addresses in the Parties' electronic service agreement. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court prior to the Final Approval Hearing, or as otherwise provided by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Basic Settlement Terms, the Parties will expeditiously work together through counsel in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Service Payments, Attorneys' Fees, Litigation Costs and/or Administration Expenses shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Attorneys' Fees and Litigation Costs set forth in this Settlement, the Parties, their respective counsel, and all Covered Employees, excluding opt outs, as applicable and provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of the Basic Settlement Terms, this Agreement shall be null and void. The Parties shall agree to expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by the Parties that any of the allegations or the defenses in the Operative Complaint have merit or that there is any liability for any claims asserted or that any claims may proceed on a class, collective, or representative basis. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Covered Employee to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Plaintiffs' Counsel's ability to communicate with Covered Employees in accordance with Plaintiffs' Counsel's ethical obligations owed to Covered Employees.

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

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

12.6 Cooperation. The Parties and their counsel will cooperate and use their best efforts, in good faith, to implement the Settlement by modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court, among other things. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

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

12.8 No Tax Advice. Neither the Parties, Plaintiffs' Counsel, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or Plaintiffs' Counsel and Defense Counsel, as their legal representatives.

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

12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.

12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.13 Confidentiality after Preliminary Approval. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. Neither Plaintiffs nor Plaintiffs' Counsel shall issue any press release or announcement of any kind related in any way to the Settlement. This Settlement shall not be advertised or mentioned on any source, including Plaintiffs' Counsel's personal or firm website(s). In all other cases, Plaintiffs and their counsel agree to limit their statements regarding the terms of the MOU and settlement, whether oral, written or electronic (including the world wide web), to say the Lawsuits have been resolved and that Plaintiffs and their counsel are satisfied with the settlement terms.

12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Following the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, and within 14 days of written request by Defendant, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant.

12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.17 Execution in Counterparts. This Agreement may be executed using physical and/or electronic signatures (i.e. DocuSign, SignRequest, Adobe Sign, etc.), which shall be accepted as originals for purposes of this Agreement. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.

SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Maribel Roman

Signed by:
4852CB35491942F...

Date: 9/17/2025 ______________________ ______________________

Maribel Roman

Plaintiff Aldo Marquez

Date: ______________________ ______________________

Aldo Marquez

Plaintiff Karla Bulnes

Date: ______________________ ______________________

Karla Bulnes

Defendant Nongshim America, Inc.

Date: ______________________ ______________________

Name: ______________________

Title: ______________________

Approved as to form by:

Date: 9/17/2025 ______________________

Moon Law Group, P.C.

____

Attorneys for Plaintiffs

12.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.

SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Maribel Roman

Date: ______________________ ______________________________
Maribel Roman

Plaintiff Aldo Marquez

DocuSigned by:
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Date: 9/16/2025 ______________________________
Aldo Marquez

Plaintiff Karla Bulnes

Date: ______________________ ______________________________
Karla Bulnes

Defendant Nongshim America, Inc.

Date: ______________________ ______________________________

Name: ______________________________

Title: ______________________________

Approved as to form by:

Date: ______________________ **Moon Law Group, P.C.**

____
Attorneys for Plaintiffs

12.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.

SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Maribel Roman

Date: ______________________ ______________________________
Maribel Roman

Plaintiff Aldo Marquez

Date: ______________________ ______________________________
Aldo Marquez

Plaintiff Karla Bulnes

Date: 09/17/2025 Karla Bulnes (Sep 17, 2025 16:35:22 PDT)
Karla Bulnes

Defendant Nongshim America, Inc.

Date: ______________________ ______________________________

Name: ______________________________

Title: ______________________________

Approved as to form by:

Date: ______________________ **Moon Law Group, P.C.**

____
Attorneys for Plaintiffs

12.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.

SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Maribel Roman

Date: ______________________ ______________________________
Maribel Roman

Plaintiff Aldo Marquez

Date: ______________________ ______________________________
Aldo Marquez

Plaintiff Karla Bulnes

Date: ______________________ ______________________________
Karla Bulnes

Defendant Nongshim America, Inc.

Signed by:
John Lee
EEB223562CB540D...

Date: 9/24/2025

Name: John Lee

Title: CFO

Approved as to form by:

Date: ______________________ **Moon Law Group, P.C.**

____
Attorneys for Plaintiffs

Date: 9/16/2025 **Koul Law**

DocuSigned by:

Nazo Koulloukian

5F97388C1D414C7...

Attorneys for Plaintiffs

Date: ____________________ **Haines Law Group**

____

Attorneys for Plaintiffs

Date: ____________________ **Davis Wright Tremaine, LLP**

____

Attorneys for Defendant

Date: ______________________ **Koul Law**

____
Attorneys for Plaintiffs

Date: 09/17/2025 **Haines Law Group**

____
Attorneys for Plaintiffs

Date: ______________________ **Davis Wright Tremaine, LLP**

____
Attorneys for Defendant

Date: ______________________

Koul Law

____
Attorneys for Plaintiffs

Date: ______________________

Haines Law Group

____
Attorneys for Plaintiffs

Date: 9/24/2025

Davis Wright Tremaine, LLP

____
Attorneys for Defendant

Attachment A
Notice of Class Action Settlement

NOTICE OF CLASS ACTION SETTLEMENT

Maribel Roman v. Nongshim America, Inc., et al,
Superior Court of the State of California for the County of San Bernardino
Case No. CIVSB2409449

This notice is to the following individuals in connection with a pending class action settlement:

All persons who worked for Defendant as a non-exempt, hourly employee in California at any time from August 29, 2022, through January 14, 2025. ("Class Members").

All persons who worked for Defendant as a non-exempt, hourly employee in California at any time from April 16, 2023, through January 14, 2025. ("PAGA Members").

Read this notice carefully. Your legal rights could be affected whether you act or not.

The Superior Court of the State of California for the County of San Bernardino (the "Court") has preliminarily approved this class and representative action lawsuit filed by Plaintiff Maribel Roman, Aldo Marquez, and Karla Bulnes ("Plaintiffs" or "Class Representatives") against Defendant Nongshim America, Inc. ("Defendant") for alleged wage and hour violations (the "Lawsuit").

Defendant's records reflect you worked [[Individual Workweeks]] workweeks during the period of August 29, 2022, through January 14, 2025 (the "Class Period") and [[Individual PAGA Pay Periods]] pay periods during the period of April 16, 2023, through January 14, 2025 (the "PAGA Period"). Based on this information, your Individual Class Payment is estimated to be $[[Individual Class Payment]] (less any applicable state and federal withholdings) and your Individual PAGA Payment is estimated to be $[[Individual PAGA Payment]]. The actual amount you may receive will likely be different and will depend on multiple factors, such as how many other individuals decide to opt out.

<u>YOUR OPTIONS</u>	
DO NOTHING	You do not have to do anything in response to this notice. If you do nothing, you will remain eligible to automatically receive an Individual Class Payment if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the settlement and release your claims in exchange for compensation.
OPT OUT	You may opt out of the class portion of the Settlement by submitting a signed Request for Exclusion form. If you opt out, you may not object to the Settlement, you will not receive an Individual Class Payment, and you shall not be bound by the class release provisions in the settlement. However, you may still be bound by the Private Attorneys' General Act ("PAGA") release provisions of the settlement.

OBJECT	You may object to the Settlement by timely submitting a written objection. If the Court grants final approval of the settlement despite your objection, you will remain eligible to automatically receive an Individual Class Payment if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the settlement.

The Court's final approval hearing is scheduled to take place on [[Final Approval Hearing Date]] at [[Final Approval Hearing Time]] in Dept. S27 of San Bernardino Superior Court, located at 247 West 3rd Street, San Bernardino, CA 92101. You do not have to attend but you do have the right to appear. *For more information, please carefully read this notice.*

1. WHAT IS THE ACTION ABOUT?

The Class Representatives are former employees of Defendant. The Class Representatives alleged Defendant violated California labor and employment laws as follows: (1) minimum wage violations, (2) failure to pay all overtime wages, (3) meal period violations, (4) rest period violations, (5) failure to include nondiscretionary bonuses and shift differential pay in regular rate of pay, (6) failure to properly calculate and pay sick leave wages, (7) failure to pay all wages owned twice per month, (8) failure to pay wages upon termination, (9) failure to provide accurate itemized wage statements (9) unfair business practices, and (10) civil penalties under the private attorneys general act (labor code §§ 2698 et seq.). Plaintiffs are represented by Moon Law Group, PC, Koul Law Firm, Majarian Law Group, APC, and Haines Law Group ("Class Counsel").

Defendant denies Plaintiffs' allegations, denies violating any laws or failing to pay any wages as alleged by the Class Representatives, and contends it complied with all applicable laws in connection with its compensation of and legal obligations to Class Members and PAGA Members.

2. WHAT ARE THE PROPOSED SETTLEMENT TERMS?

At the Final Approval Hearing, the Class Representatives, through Class Counsel, will ask the Court to approve a Gross Settlement Amount of $470,000.00 and authorize the following payments from that amount: Service Payments to the Class Representatives ($7,500.00 each), Attorneys' Fees in the amount of $156,666.66, representing 1/3 of the Gross Settlement Amount, Litigation Costs (not to exceed $18,000.00), the LWDA's 75% portion of the PAGA Payment ($18,250.00), and Administration Expenses (not to exceed $17,000.00) to be paid to the third-party settlement administrator.

After the above deductions in amounts approved by the Court, the Administrator will calculate and distribute Individual Class Payments to Participating Class Members based on their Class Workweeks and Individual PAGA Payment based on their PAGA Workweeks, if any. 20% of each Individual Class Payment shall constitute taxable wages ("Wage Portion") and 80% shall constitute interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

You will be treated as a Participating Class Member, participating fully in the settlement, unless you submit a signed Request for Exclusion by [[Response Deadline]] (the "Response Deadline").

After the Judgment is final and Defendant has fully funded the settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the settlement, as follows:

Release by Participating Class Members: All Participating Class Members release Released Parties from any and all claims, damages, and penalties asserted in the Action and/or arising from the facts alleged in the Operative Complaint, or that reasonably could have been raised, based on the facts alleged in the Operative Complaint ("Released Class Claims"). The Released Class Claims include all claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work; failure to reimburse business expenses; wage statements; failure to keep accurate records; failure to timely pay wages; failure to timely pay final wages; violations of California's paid sick leave laws; failure to provide supplemental paid sick leave; unfair business practices related to the Labor Code violations alleged in the Operative Complaint; penalties, including recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; non-compliant wage statements; attorneys' fees and costs associated with recovery of the alleged Labor Code violations alleged in the Operative Complaint; and generally all claims that could have been brought based on the facts alleged in the Operative Complaint arising under: the California Labor Code (including, but not limited to, sections 200, 201, 202, 203, 204, 206, 210, 216, 218, 218.5, 218.6, 223, 225.5, 234, 226, 226.3, 226.6, 226.7, 227.3, 233, 234, 245-248.7, 432, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2804, 2810.5); the Wage Orders of the California Industrial Welfare Commission; and the California Business and Professions Code section 17200, *et seq*. This release excludes the release of claims not permitted by law.

Release by PAGA Members: All PAGA Members and the LWDA release Released Parties from, and are forever barred from pursuing such against Released Parties for all claims for civil penalties under PAGA that were alleged, or could have been alleged, based on the facts asserted in the PAGA Notices as amended, including but not limited to, claims relating to failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work; failure to reimburse business expenses; wage statements; failure to keep accurate records; failure to timely pay wages; failure to timely pay final wages; violations of California's paid sick leave laws; failure to provide supplemental paid sick leave; and alleged violations of Labor Code sections 200, 201, 202, 203, 204, 206, 210, 216, 218, 218.5, 218.6, 223, 225.5, 234, 226, 226.3, 226.6, 226.7, 227.3, 233, 234, 245-248.7, 432, 510, 512, 516, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2804, 2810.5, 2698, *et seq*.

and 2699 *et seq* and IWC Wage Orders 1-2001 and 4-2001("Released PAGA Claims"). The Released PAGA Claims are limited to the PAGA Period. PAGA Members will be bound by the release of the Released PAGA Claims regardless of their decision to participate in or opt out of the release of the Released Class Claims.

3. HOW IS MY INDIVIDUAL CLASS PAYMENT CALCULATED?

The number of Class Workweeks you worked during the Class Period are stated on the first page of this Class Notice. The number of Class Workweeks you worked during the Class Period are the number of weeks you worked at least one (1) day for Defendant as a non-exempt employee in California during the Class Period. The Administrator will calculate your Individual Class Payment by (1) dividing the Net Settlement Amount by the total number of Class Workweeks worked by all Participating Class Members, and then (2) multiplying the result by the number of Class Workweeks worked by each respective Participating Class Member. In other words, you will receive a proportional recovery based on your length of employment in relation to other Class Members.

The number of PAGA Pay Periods you worked during the PAGA Period are similarly stated on the first page of this Class Notice. The number of PAGA Pay Periods you worked during the PAGA Period are the number of pay periods you worked at least one (1) day for Defendant as a non-exempt employee in California during the PAGA Period. The Administrator will calculate your Individual PAGA Payment by: (a) dividing the net PAGA Payment ($6,750.00) by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period; and (b) multiplying the result by each PAGA Members' PAGA Pay Periods. In other words, you will receive a proportional recovery based on your length of employment in relation to other PAGA Members.

4. HOW CAN I CORRECT THE NUMBER OF CLASS WORKWEEKS AND/OR PAGA PAY PERIODS?

You have until the Response Deadline to correct or challenge the number of Class Workweeks and/or PAGA Pay Periods. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax to the Administrator at the following address:

Administrator:
INSERT

The Administrator will accept Defendant's calculation of Class Workweeks and PAGA Pay Periods as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you.

5. HOW WILL I GET PAID?

The Administrator will send, by U.S. mail, a single check to every Participating Class Member following the Effective Date of this Settlement. Your check will be sent to the same address as this notice. If you change your address, notify the Administrator as soon as possible.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Complete the attached Request for Exclusion form and mail, email, or fax it to the Administrator by the Response Deadline. If you opt-out, you will not receive an Individual Class Payment and you will not be bound by the Class Release. You will nonetheless remain bound by the PAGA Release if you are a PAGA Member.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement by submitting a written objection to the Administrator, via mail, email, or fax, on or before the Response Deadline. To object, please provide a written statement to the Administrator advising what you object to, why you object, and any facts that support your objection. Please sign the objection and identify the Action and include your name, current address, telephone number, and your approximate dates of employment.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You may, but are not required to, attend the Final Approval Hearing on [[Final Approval Hearing Date]] at [[Final Approval Hearing Time]] in Dept. S27 of San Bernardino Superior Court, located at 247 West 3rd Street, San Bernardino, CA 92101. At the hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to the LWDA, Class Counsel, the Class Representatives, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision.

It is possible the Court will reschedule the Final Approval Hearing. Please review the Court's online docket or contact the Administrator or Class Counsel to verify the date and time of the Final Approval Hearing if you believe it may have been continued or otherwise changed.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the following website [[website]]. You can also telephone or send an email to Class Counsel at the address below:

<u>Class Counsel:</u>

Kane Moon, Esq.
Allen Feghali, Esq.
Julie S. Oh, Esq.
Jamie C. Osganian, Esq.
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Garen Majarian, Esq.
MAJARIAN LAW GROUP, APC
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Telephone: (818) 609-0807
Facsimile: (818) 609-0892

10. WHAT IF I LOSE MY SETTLEMENT CHECK OR FAIL TO CASH IT?

If you lose or misplace your settlement check, the Administrator will replace it if you request a replacement before the void date on the face of the original check. If your check is already void or you have otherwise failed to cash it, it will be provided to the State of California's Unclaimed Property Division in your name. For more information, please review how to process a claim for your funds with the State of California, https://www.sco.ca.gov/upd_form_claim.html.

DO NOT CONTACT THE COURT OR THE COURT CLERK TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

Attachment B
Request for Exclusion Form

Request for Exclusion Form

Maribel Roman v. Nongshim America, Inc., et al,
Superior Court of the State of California for the County of San Bernardino
Case No. CIVSB2409449

By signing and returning this form, I confirm that I do not want to be included in the class portion of the Settlement or receive a settlement check in connection with the class portion of the Settlement in the lawsuit referenced above. I understand that I may nonetheless be bound under the Private Attorneys' General Act ("PAGA") portion of the Settlement.

I understand that by opting out, I am giving up my right to receive any payments pursuant to the class portion of this Settlement. To "opt out," this form must be postmarked no later than [[Response Deadline]] and mailed via U.S. Mail to the following address:

Administrator

I confirm I have reviewed the Notice of Class Action Settlement. I have decided to be excluded from the class and **not** participate in the class portion of the proposed Settlement or receive an individual settlement check for the class portion of the proposed Settlement I am otherwise entitled to receive. I understand I may nonetheless receive a check for the PAGA portion of the settlement if I am a member of the group covered by the PAGA portion of the Settlement.

Dated: ________________________

____
(Signature)

____
(Last Four Digits of SSN)

____
(Type or print name and former name(s))

____
(Telephone Number)

____
(Address)