LIZBETH SERRANO V. GT'S LIVING FOODS, LLC AND LABORNOW, INC.

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Settlement Agreement" or "Agreement") is made by and between, on the one hand, Plaintiff Lizbeth Serrano ("Plaintiff Serrano") and, on the other, Defendants GT's Living Foods, LLC ("GTLF") and LaborNow, Inc. ("LaborNow") (collectively, "Defendants"). The Agreement refers to Plaintiff Serrano and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means and refers to the Serrano PAGA Action: *Lizbeth Serrano v. LaborNow, Inc. and GT's Living Foods, LLC*, Los Angeles Superior Court, Case No. 24STCV18011, filed on July 19, 2024.

1.2. "Administrator" means Apex Class Action Administration, a neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. "Aggrieved Employee" means "all current and former non-exempt employees, who work or worked for LaborNow and were placed by LaborNow at GT's Living Foods, LLC at any time during the PAGA Period."

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. "Court" means the Los Angeles Superior Court.

1.8. "Defense Counsel" means Jessica C. Gregg, Joel P. Kelly, and Lyubov Lerner of Attwood Gregg LLP, and Timothy McCaffrey, Jr. of Chesler McCaffrey LLP.

1.9. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The term "final" mean that if there is an appeal of the Court's judgment, the date the judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for review to the California Supreme Court and/or a petition for writ of certiorari to the United States Supreme Court, or (ii) if a petition for review or writ of certiorari is filed, the date of denial of the petition for review or writ of certiorari, or the date the judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the judgment.

1.10. "Plaintiff Serrano" means and refers to the named plaintiff in the Action, Lizbeth Serrano.

1.11. "Gross Settlement Amount" or ("GSA") means one hundred twenty thousand dollars ($120,000.00), which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay the Individual PAGA Payments to Aggrieved Employees, the LWDA PAGA Payment, Plaintiff's Enhancement Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.12. "Individual PAGA Payment(s)" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.13. "Judgment" means the judgment entered by the Court based upon the Final Approval.

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

1.15. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.16. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Representative Enhancement Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to LWDA and Aggrieved Employees, also referred to as "PAGA Penalties."

1.17. "PAGA Counsel" means Nazo Koulloukian and Hilary Silvia of Koul Law Firm the attorneys prosecuting the Serrano Action.

1.18. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.19. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.20. "PAGA Period" means the period from January 3, 2024 to July 2, 2025.

1.21. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.22. "PAGA Notice" means Plaintiff Serrano's May 14, 2024, notice to Defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.23. "PAGA Representative Enhancement Payment" means the payment to Plaintiff Serrano for initiating the Serrano Action and providing services in support of the Serrano Action on behalf of Aggrieved Employees.

1.24. "PAGA Penalties" means the total amount of PAGA civil penalties, to be paid from the Gross Settlement Amount, One Hundred And Twenty Thousand dollars ($120,000), after deducting Plaintiffs's Counsel's fees and costs, Plaintiff's enhancement, and costs of claims administration, as awarded by the court, allocated 25% to the Aggrieved Employees (ten thousand six hundred and ten dollars ($10,610.00)), and the 75% to LWDA (thirty one thousand eight hundred and thirty dollars ($31,830.00)) in settlement of PAGA claims.

1.25. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.26. "Released PAGA Claims" means the claims being released by the Plaintiff Serrano and PAGA Counsel and as described in Paragraph 5 below.

1.27. "Released Parties" means: GTLF and LaborNow, Inc., and each of their respective former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and its predecessors and affiliates, including Millenium Products Inc.

1.28. "Settlement" means the disposition of the Action as to the Released PAGA Claims effected by this Agreement and the Judgment.

2. RECITALS.

2.1. On May 14, 2024, Plaintiff Serrano submitted his PAGA Notice to the LWDA, a copy of which is attached hereto as Exhibit A. ("PAGA Notice").

2.2. On July 19, 2024, Plaintiff Serrano filed a Complaint for violation of the Private Attorneys' General Act (Cal. Labor Code § 2698 et seq.) ("PAGA"), LASC Case No. 24STCV18011 (the "PAGA Action"). On September 9, 2024, Plaintiff Serrano filed a separate Class Action Complaint, alleging: (1) failure to pay all hours worked; (2) failure to pay wages twice per month; (3) failure to pay minimum wage; (4) failure to provide rest breaks; (5) failure to provide meal breaks; (6) failure to reimburse expenses; (7) failure to pay wages after termination; (8) failure to provide safe working conditions (excessive heat); (9) failure to provide accurate itemized wage statements and violation of record keeping requirements; (10) violation of the Unfair Competition Law, LASC Case No. 24STCV23246, filed on September 9, 2024 (the "Class Action").

2.3. Thereafter, on November 15, 2024, the PAGA Action and the Class Action were consolidated, with Case No. 24STCV23246 designated as the lead case.

2.4. On May 3, 2025, the Parties participated in a private mediation with Lynn Frank, an experienced employment law mediator, which resulted in this Settlement, subject to court approval.

2.5. Prior to attending the Mediation, Plaintiff Serrano obtained the following information and documents through the exchange of information informally: wage and hour policies used by Defendants during the PAGA Period, time keeping and payroll information for Plaintiff Serrano, time keeping and payroll information for Aggrieved Employees for the entire PAGA Period, and mediation information (i.e., workweek information for the Class Periods, class size, total number of current and former employees). Plaintiff Serrano represents that this 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").

2.6. The Parties have agreed to dismiss the Serrano Class Action without prejudice and to proceed with the settlement for the PAGA Action only in light of Plaintiff Serrano's signed, valid, and enforceable arbitration agreement. Thus, Plaintiff Serrano warrants that she is not an adequate class representative and cannot proceed with the Class Action.

2.7. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matters or actions asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay one hundred twenty thousand dollars ($120,000.00) and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1. To Plaintiff Serrano: A PAGA Representative Enhancement Payment to Plaintiff Serrano of not more than seven thousand five hundred dollars ($7,500.00). Defendants will not oppose Plaintiff Serrano's request for a PAGA Representative Enhancement Payment that does not exceed this amount. If the Court approves a PAGA Representative Enhancement Payment less than the amount requested, the remainder will be allocated to the Net Settlement Amount. The Administrator will pay the PAGA Representative Service Payment using IRS Form 1099. Plaintiff Serrano assumes full responsibility and liability for taxes owed on the PAGA Representative Enhancement Payment.

3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 1/3 of the Gross Settlement Amount ($40,000) and PAGA Counsel Litigation Expenses Payment of not more than twenty five thousand dollars ($25,000.00). Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff Serrano and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment that is less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other plaintiff's counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds GTLF harmless, and indemnifies GTLF, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administration Expense Payment not to exceed five thousand sixty dollars ($5,060.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than five thousand sixty dollars ($5,060.00), the remainder shall be included in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $forty two thousand four hundred and forty dollars ($42,440) are to be paid from the Gross Settlement Amount, with 75% or thirty one thousand eight hundred and thirty dollars ($31,830.00) allocated to the LWDA PAGA Payment, and 25% or ten thousand six hundred and ten dollars ($10,610) allocated to the Individual PAGA Payments.

3.2.5. The Aggrieved Employees' 25% share of PAGA will be allocated by (a) the total number of PAGA Period Pay Periods worked by Aggrieved Employees during the PAGA Period; and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Period.

To illustrate, $10,610 is the total amount allocated to Individual PAGA Payments. $10,610 ÷ estimated 7,000 total Pay Periods worked by Aggrieved Employees during the PAGA Period = an Individual PAGA Payment of $1.52 per pay period. Thus, if an Aggrieved Employee worked 15 Pay Periods during the PAGA Period, she would receive $22.74.

If the Court approves PAGA Penalties 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.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 417 Aggrieved Employees who worked a total of 7,000 PAGA Pay Periods. If the total PAGA Pay Periods increases by more then ten percent (10%), the GSA shall be increased proportionally for any pay period added above the ten percent (10%) cushion. At the option of Defendants, they may elect to cut-off the workweeks at 7,700 in lieu of paying additional funds to the GSA. If Defendants choose not to cap the number of pay periods, then each pay period added above 7,700 shall increase the GSA by $17.14 a pay period added.

4.2. Aggrieved Employee Data. Within fifteen (15) days of the Effective Date, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement.

4.3. Funding of Gross Settlement Amount. GTLF and LaborNow shall each fund the Gross Settlement Amount as follows: LaborNow will fund Seventy-Five Thousand Dollars ($75,000.00); GTLF will fund Forty-Five Thousand Dollars ($45,000.00). GTLF and LaborNow will submit their portion of the funds to the Administrator no later than thirty (30) days after the Effective Date. Neither GTLF nor LaborNow shall be required to fund the other's portion of the Gross Settlement Amount, and any failure to timely fund by one Defendant shall not be deemed a breach of this Settlement by the other.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved 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 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.

4.4.2. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the Family Promise, familypromise.org.

4.4.3. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

Effective on the date when GTLF fully funds the entire Gross Settlement Amount, Plaintiff Serrano and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff Serrano's Release. Plaintiff Serrano and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Serrano Actions and the PAGA Notice ("Plaintiff Serrano's Release"). Plaintiff Serrano's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff Serrano acknowledges that Plaintiff Serrano may discover facts or law different from, or in addition to, the facts or law that Plaintiff Serrano now knows or believes to be true but agrees, nonetheless, that Plaintiff Serrano's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff Serrano's discovery of them.

5.2. Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the claims asserted under the PAGA, as pled in the Serrano Complaint and the PAGA Notice, or that could have been pled based on the factual allegations pled in the Serrano Complaint and the PAGA Notice, on behalf of all current and former non-exempt employees, who work or worked for Defendant at any time during the PAGA Period.

5.3. Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Serrano Complaint and the PAGA Period facts stated in the Serrano Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

The Parties agree to jointly prepare and file an application or motion for approval of this Settlement. The application or motion will seek approval of the Settlement including “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment.”

6.1. Plaintiff Serrano's Responsibilities. Plaintiff Serrano will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff Serrano, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Serrano Complaint (Labor Code section 2699, subd. (1)(I)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff Serrano and PAGA

Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than thirty (30) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

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

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports 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 (“QSF”) under US Treasury Regulation section 468B-1.

7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE.

Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, (1) 417 Aggrieved Employees worked seven thousand (7,000) Pay Periods during the PAGA Period.

Should the total number of PAGA Pay Periods be greater than seven thousand seven hundred (7,700) Pay Periods, the Parties agree that the GSA shall be increased proportionately for any pay period added above this amount, which shall be paid to the Gross Settlement Amount. Specifically, Defendants shall pay an additional $17.14 per Pay Period above 7,700. Alternatively, Defendants may elect to cut off or otherwise adjust the PAGA Pay Periods at 7,700 in lieu of paying additional funds.

9. CONTINUING JURISDICTION OF THE COURT.

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

9.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel 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 another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1. No Admission of Liability 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 GTLF, LaborNow, or any other Released Party, that any of the allegations in the Serrano Complaint have merit or that Defendants, or either of them, have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff Serrano that Defendants' defenses in the Action have merit. The Parties agree that Plaintiff Serrano's status as an aggrieved employee and representative treatment of the Action is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff Serrano reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2. 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 all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff Serrano and Defendants, 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.

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

10.5. 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.

10.6. No Tax Advice. Neither Plaintiff Serrano, PAGA Counsel, Defendants 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.

10.7. 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 their representatives, and approved by the Court.

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

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

10.10. 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.

10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by GTLF 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. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff Serrano shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.13. 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.

10.14. 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.

10.15. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff Serrano: Nazo Koulloukian
Hilary Silvia
KOUL LAW FIRM, APC
217 South Kenwood
Glendale, CA 91205
nazo@koullaw.com
hilary@koullaw.com

Sahag Majarian
Garen Majarian
MAJARIAN LAW GROUP, APC

18250 Ventura Blvd.
Tarzana, CA 91356
sahagii@aol.com
garen@majarianlawgroup.com

To LaborNow: Timothy B. McCaffrey, Jr.
CHESLER McCAFFREY LLP
11661 San Vicente Blvd., Suite 304
Los Angeles, CA 90049
tbm@cmlegal.com

To GTLF: Jessica C. Gregg
Joel P. Kelly
ATTWOOD GREGG LLP
523 West 6th St., Suite 528
Los Angeles, CA 90014
jcg@attwoodgregg.com
jpk@attwoodgregg.com

10.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

PLAINTIFF SERRANO

Dated: 9/3/2025, 2025 By: DocuSigned by: [signature] E608699DE3D6402...
Lizbeth Serrano

LABORNOW, INC.

Dated: 9/12/2025, 2025 By: DocuSigned by: Michael Powers 067CCF96C9D9416...
Michael Powers, Chief Operating Analyst

GT'S LIVING FOODS, LLC

Dated: 09 / 17 / 2025, 2025 By: Valerie Sarigumba
, ~~General Counsel~~
Valerie Sarigumba, Senior Vice President of Legal & HR

APPROVED AS TO FORM:

KOUL LAW FIRM, APC
MAJARIAN LAW GROUP, APC

Dated: 9/3/2025, 2025 By: DocuSigned by: Nazo Koulloukian 5E97388C1D414C7...
Nazo Koulloukian
Hilary Silvia
Attorneys for Plaintiff, Lizbeth Serrano

ATTWOOD GREGG, LLP

Dated: 09 / 17 / 2025, 2025 By: ______________________
Jessica C. Gregg
Joel P. Kelly
Attorneys for Defendant,
GT's Living Foods, LLC

CHESLER McCAFFREY LLP

Dated: ____________________, 2025 By: ______________________
Timothy B. McCaffrey, Jr.
Attorney for Defendant, LaborNow, Inc.

GT'S LIVING FOODS, LLC

Dated: ____________________, 2025 By: ________________________________
, General Counsel

APPROVED AS TO FORM:

KOUL LAW FIRM, APC
MAJARIAN LAW GROUP, APC

Dated: 9/3/2025, 2025 By: DocuSigned by: Nazo Koulloukian 5F97388C1D414C7...
Nazo Koulloukian
Hilary Silvia
Attorneys for Plaintiff, Lizbeth Serrano

ATTWOOD GREGG, LLP

Dated: 9/12/2025, 2025 By: ________________________________
Jessica C. Gregg
Joel P. Kelly
Attorneys for Defendant,
GT's Living Foods, LLC

CHESLER McCAFFREY LLP

Dated: 9/12/2025, 2025 By: DocuSigned by: Timothy B. McCaffrey, Esq. 80A5ACA11C15467...
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