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and J & J SNACK FOODS SALES CORP.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

IVAN RAMIREZ, BRIANNE AGUILAR,
and LLOYD SMITH as individuals, and on
behalf of all others similarly situated,

Plaintiffs,

v.

J&J SNACK FOODS CORP. OF
CALIFORNIA, and J & J SNACK FOODS
SALES CORP., and DOES 1 through 10,
inclusive,

Defendants.

CASE NO.: 24STCV23019

(Related with Case No. CIVSB2407983,
and CIVSB2426924)

[Assigned for All Purposes to the
Honorable Elaine Lu, Department 9]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: September 6, 2024

Trial Date: None Set

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1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiffs Ivan Ramirez (“Plaintiff Ramirez”), Brianne Aguilar (“Plaintiff Aguilar”), and
3 Lloyd Smith (“Plaintiff Smith” and together with Plaintiff Ramirez and Plaintiff Aguilar, the
4 “Plaintiffs”) and defendants J & J Snack Foods Corp. of California and J & J Snack Foods Sales
5 Corp. (collectively, “Defendants”). The Agreement refers to Plaintiffs and Defendants
6 collectively as “Parties,” or individually as “Party.”

7 **1. DEFINITIONS**

8 1.1. “Action” means the Plaintiffs’ lawsuits alleging wage and hour violations against
9 Defendants, captioned *Ivan Ramirez v. J & J Snack Foods Corp. of California*, Case No.
10 24STCV23019, initiated on September 6, 2024, and pending in Superior Court of the State of
11 California, County of Los Angeles; and *Brianne Aguilar v. J & J Snack Foods Corp. of*
12 *California, et al.*, Case No. CIVSB2407983, initiated on March 8, 2024, and pending in Superior
13 Court of the State of California, County of San Bernardino, and *Lloyd Smith v. J & J Snack Foods*
14 *Corp. of California*, Case No. CIVSB2426924 initiated on August 30, 2024 and pending in
15 Superior Court of the State of California, County of San Bernardino.

16 1.2. “Administrator” means Apex Class Action LLC, the neutral entity the Parties have agreed
17 to appoint to administer the Settlement.

18 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
19 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
20 with the Administrator’s “not to exceed” bid submitted to the Court in connection with
21 Preliminary Approval of the Settlement.

22 1.4. “Aggrieved Employee” means a person employed by Defendants in California and
23 classified as a non-exempt, hourly-paid employee who worked for Defendants during the PAGA
24 Period.

25 1.5. “Class” means all persons employed by Defendants in California and classified as a non-
26 exempt, hourly-paid employee who worked for Defendants during the Class Period.

27 1.6. “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,
28 P.C.; Raul Perez and Roxanna Tabatabaeepour of Capstone Law APC; and Roman Otkupman of

Otkupman Law Firm.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means Class Member identifying information in Defendants’ custody, possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member 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 Class Members.

1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from April 28, 2023 through May 10, 2025.

1.13. “Class Representatives” means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as Class Representatives.

1.14. “Class Representatives Service Payment” means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.

1.15. “Court” means the Superior Court of California, County of Los Angeles.

1.16. “Defendants” means named defendants J&J Snack Foods Corp. of California and J & J Snack Foods Sales Corp.

1.17. “Defense Counsel” means Robert H. Pepple of RHP Law, P.C.

1 1.18. "Effective Date" means the later of: (a) the Court enters a Judgment on its Order Granting
2 Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the
3 latest of the following occurrences: (a) if no Participating Class Member objects to the
4 Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members
5 objects to the Settlement, the day after the deadline for filing a notice of appeal from the
6 Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court
7 affirms the Judgment and issues a remittitur.

8 1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

9 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval
10 of the Settlement.

11 1.21. "Final Judgment" means the Judgment entered by the Court based upon the Final
12 Approval.

13 1.22. "Gross Settlement Amount" means \$685,000.00 (Six Hundred Eighty Five Thousand
14 Dollars and Zero Cents) which is the total amount Defendants agree to pay under the Settlement,
15 except as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the
16 Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to
17 pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class
18 Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and
19 Administrator's Expenses.

20 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the
21 Net Settlement Amount calculated according to the number of Workweeks worked during the
22 Class Period.

23 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of
24 the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA
25 Period.

26 1.25. "Judgment" means the judgment entered by the Court based upon Final Approval.

27 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency
28 entitled, under Labor Code section 2699, subd. (i).

1 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA
2 under Labor Code section 2699, subd. (i).

3 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following
4 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
5 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
6 Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be
7 paid to Participating Class Members as Individual Class Payments.

8 1.29. “Non-Participating Class Member” means any Class Member who opts out of the
9 Settlement by sending the Administrator a valid and timely Request for Exclusion.

10 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked
11 for Defendants for at least one day during the PAGA Period, based on hire dates, re-hire dates
12 (as applicable), and termination dates (as applicable).

13 1.31. “PAGA Period” means the period from April 28, 2023, through the end of the Class
14 Period.

15 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

16 1.33. “PAGA Notices” means, collectively, Plaintiff Aguilar’s October 19, 2023 letter, Plaintiff
17 Ramirez’s June 20, 2024 letter, and Plaintiff Smith’s June 24, 2024 letter to Defendants and the
18 LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

19 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the
20 Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$56,250.00) and the 75%
21 to the LWDA (\$18,750.00) in settlement of PAGA claims.

22 1.35. “Participating Class Member” means a Class Member who does not submit a valid and
23 timely Request for Exclusion from the Settlement.

24 1.36. “Plaintiffs” means Ivan Ramirez, Brianne Aguilar, and Lloyd Smith, the named plaintiffs
25 in the Action.

26 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the
27 Settlement.

28 1.38. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval

and Approval of PAGA Settlement.

1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 below.

1.41. “Released Parties” means: Defendants and each of their respective past and present parents, subsidiaries, affiliates, divisions, predecessors, successors, assigns, officers, directors, shareholders, owners, members, agents, employees, insurers, and attorneys..

1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline has expired.

1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.45. “Workweek” means any week during which a Class Member worked for Defendants, for at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

2. RECITALS

2.1. On March 8, 2024, Plaintiff Aguilar filed a PAGA representative action, seeking PAGA civil penalties against Defendants for Labor Code violations (the “Aguilar Action” or the “Action”).

2.2. On June 20, 2024, Plaintiff Ramirez filed with the LWDA and served on Defendants a notice under Labor Code section 2699.3 stating Plaintiff Ramirez intended to serve as a proxy of

the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations (“Ramirez PAGA Notice”).

2.3. On August 30, 2024, Plaintiff Smith commenced a separate action by filing a complaint against Defendants (the “Smith Action”).

2.4. On September 6, 2024, Plaintiff Ramirez commenced a class action action by filing a complaint against Defendants for: failure to pay overtime wages; failure to pay minimum wages; failure to provide meal periods; failure to provide rest periods; waiting time penalties; wage statement violations; failure to timely pay wages; failure to indemnify; violation of Labor Code section 227.3; and unfair competition (the “Ramirez Class Action”).

2.5. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

2.6. Prior to mediation Plaintiffs obtained, through informal discovery: (a) policy documents; and (b) Aggrieved Employees' timekeeping and payroll records from April 27, 2023 to October 30, 2024.

2.7. 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*”).

2.8. On February 26, 2025, the Parties participated in an all-day consolidated mediation presided over by Dan Turner. The mediation was successful, with all parties accepting terms on March 7, 2025, and the Parties agreed to globally resolve all class and PAGA claims in the Action.

2.9. As part of the Settlement, the Parties agreed to stipulate to filing a First Amended Complaint in the Ramirez Action to add all claims and allegations contained in the Smith Action and the Aguilar Action. The First Amended Complaint shall be the “Operative Complaint.” Furthermore, the Parties also agree to submit an amended PAGA notice to the LWDA.

2.10. The Court has not granted class certification.

2.11. 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. Except as otherwise provided by Paragraph 8.1 below, Defendants promise to pay \$685,000.00 as the Gross Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) 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 Participating Class Members or 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 Plaintiffs: Class Representatives Service Payment to Plaintiffs of not more than \$10,000.00 each, for a total amount of \$30,000, in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiffs are entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiffs' request for a Class Representatives Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representatives' Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representatives Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this Agreement, is currently estimated to be \$239,750.00 and a Class Counsel Litigation

1 Expenses Payment of not more than \$70,000.00. Defendants will not oppose requests
2 for these payments provided that do not exceed these amounts. Plaintiffs and/or Class
3 Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class
4 Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves
5 a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less
6 than the amounts requested, the Administrator will allocate the remainder to the Net
7 Settlement Amount. Released Parties shall have no liability to Class Counsel or any
8 other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee
9 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will
10 pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one
11 or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for
12 taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation
13 Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from
14 any dispute or controversy regarding any division or sharing of any of these Payments.
15 There will be no additional charge of any kind to either the Class Members or request
16 for additional consideration from Defendants for such work unless, Defendants
17 materially breach this Agreement, including any term regarding funding, and further
18 efforts are necessary from Class Counsel to remedy said breach, including, without
19 limitation, moving the Court to enforce the Agreement. Should the Court approve
20 attorneys' fees and/or litigation costs and expenses in amounts that are less than the
21 amounts provided for herein, then the unapproved portion(s) shall be a part of the Net
22 Settlement Amount.

23 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
24 \$10,490.00 except for a showing of good cause and as approved by the Court. To the
25 extent the Administration Expenses are less or the Court approves payment less than
26 \$10,490.00 the Administrator will retain the remainder in the Net Settlement Amount.

27 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated
28 by (a) dividing the Net Settlement Amount by the total number of Workweeks worked

by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 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 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.

3.2.4.2. 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.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$75,000.00 to be paid from the Gross Settlement Amount, with 75% (\$56,250.00) allocated to the LWDA PAGA Payment and 25% (\$18,750.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$18,750.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. 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. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 557 Class Members who collectively worked a total of 35,000 Workweeks during the Class Period, and 557 aggrieved employees who worked 17,500 PAGA Pay Periods during the PAGA Period.

4.2. Class Data. Not later than 7 days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 7 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,

1 the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment
2 shall not precede disbursement of Individual Class Payments, and the Individual PAGA
3 Payments.

4 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
5 Individual PAGA Payments and send them to the Class Members via First Class U.S.
6 Mail, postage prepaid. The face of each check shall prominently state the date (not less
7 than 180 days after the date of mailing) when the check will be voided. The
8 Administrator will cancel all checks not cashed by the void date. The Administrator
9 will send checks for Individual Settlement Payments to all Participating Class Members
10 (including those for whom Class Notice was returned undelivered). The Administrator
11 will send checks for Individual PAGA Payments to all Aggrieved Employees including
12 Non-Participating Class Members who qualify as Aggrieved Employees (including
13 those for whom Class Notice was returned undelivered). The Administrator may send
14 Participating Class Members a single check combining the Individual Class Payment
15 and the Individual PAGA Payment. Before mailing any checks, the Settlement
16 Administrator must update the recipients' mailing addresses using the National Change
17 of Address Database.

18 4.4.2. The Administrator must conduct a Class Member Address Search for all other
19 Class Members whose checks are returned undelivered without USPS forwarding
20 address. Within 7 days of receiving a returned check the Administrator must re-mail
21 checks to the USPS forwarding address provided or to an address ascertained through
22 the Class Member Address Search. The Administrator need not take further steps to
23 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
24 The Administrator shall promptly send a replacement check to any Class Member whose
25 original check was lost or misplaced, requested by the Class Member prior to the void
26 date.

27 4.4.3. For any Class Member whose Individual Class Payment check or Individual
28 PAGA Payment check is uncashed and cancelled after the void date, the Administrator

1 shall transmit the funds represented by such checks to the California Controller's Office,
2 Unclaimed Property Fund.

3 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
4 not obligate Defendants to confer any additional benefits or make any additional
5 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
6 specified in this Agreement.

7 **5. RELEASE OF CLAIMS**

8 Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
9 and on the date when Defendants fully funds the entire Gross Settlement Amount and fund all
10 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs,
11 Class Members, and Class Counsel will release claims against all Released Parties as follows:

12 5.1. Plaintiffs' Release. Plaintiffs and his or her respective former and present spouses,
13 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
14 and discharge Released Parties from all claims, transactions, or occurrences, including, but not
15 limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts
16 contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could
17 have been, alleged based on facts contained in the Operative Complaint and Plaintiffs' PAGA
18 Notice. ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or actions to
19 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
20 benefits, social security benefits, workers' compensation benefits that arose at any time, or based
21 on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover
22 facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe
23 to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all
24 respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

25 5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For
26 purposes of Plaintiffs' Release only, Plaintiffs expressly waive and relinquish the
27 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
28 which reads:

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

5 5.2. Release by Participating Class Members: For the duration of the Class Period, all
6 Participating Class Members, on behalf of themselves and their respective former and present
7 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
8 Parties from all claims that were alleged, or reasonably could have been alleged, based on the
9 facts stated in the Operative Complaint including (1) failure to pay overtime wages (Labor Code,
10 §§ 510, 1194, 1198); (2) failure to pay minimum wages for all hours worked (Labor Code, §§
11 1182.12, 1194, 1197, 1197.1, 1198); (3) failure to provide meal periods (Labor Code, §§ 226.7,
12 512, 516, 1198); (4) failure to provide rest periods (Labor Code, §§ 226.7, 516, 1198); (5) failure
13 to provide reporting time pay (Labor Code, § 1198; Cal. Code Regs., tit. 8, § 11010, subd. 5); (6)
14 failure to timely pay wages during employment (Labor Code, §§ 204, 210, 218); (7) failure to
15 pay all wages due upon separation of employment, including waiting time penalties (Labor Code,
16 §§ 201–203); (8) failure to provide accurate and itemized wage statements (Labor Code, §§ 226,
17 subd. (a), 1174, subd. (d), 1198); (9) failure to reimburse necessary business expenses (Labor
18 Code, § 2802); (10) failure to pay vested vacation wages upon termination (Labor Code, § 227.3);
19 (11) failure to provide safe and reasonable working conditions, including exposure to excessive
20 heat and moisture (Labor Code, § 1198; Cal. Code Regs., tit. 8, § 11010, subd. 14); (12) failure
21 to accrue, pay, or track sick leave (Labor Code, §§ 246, 247.5, 248.5); (13) failure to maintain
22 accurate payroll and employment records (Labor Code, §§ 1174, subd. (d), 226, subd. (a), 1198);
23 and (14) unlawful and unfair business practices (Bus. & Prof. Code, § 17200 et seq.); and
24 expressly excluding all other claims, including claims for unemployment insurance, disability,
25 social security, and workers' compensation, and claims outside of the Class Period. These
26 Released Claims cover all Participating Class Members. The Parties agree that the judgment, and
27 the Released Class Claims provided herein, shall have res judicata effect. Except as set forth in
28 Section 5.2 of this Agreement, Participating Class Members do not release any other claims,

1 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
2 Housing Act, unemployment insurance, disability, social security, workers' compensation, or
3 claims based on facts occurring outside the Class Period.

4 5.3. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved
5 Employees are deemed to release, on behalf of themselves and their respective former and present
6 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
7 Parties from all claims for civil penalties under the Private Attorneys General Act of 2004 (Labor
8 Code, §§ 2698–2699.5) that were alleged, or reasonably could have been alleged, based on the
9 facts stated in the Operative Complaint and the Amended PAGA Notice, including but not limited
10 to: (1) failure to pay overtime wages (Labor Code, §§ 510, 1194, 1198); (2) failure to pay
11 minimum wages for all hours worked (Labor Code, §§ 1182.12, 1194, 1197, 1197.1, 1198); (3)
12 failure to provide meal periods (Labor Code, §§ 226.7, 512, 516, 1198); (4) failure to provide
13 rest periods (Labor Code, §§ 226.7, 516, 1198); (5) failure to provide reporting time pay (Labor
14 Code, § 1198; Cal. Code Regs., tit. 8, § 11010, subd. 5); (6) failure to timely pay wages during
15 employment (Labor Code, §§ 204, 210, 218); (7) failure to pay all wages due upon separation of
16 employment, including waiting time penalties (Labor Code, §§ 201–203); (8) failure to provide
17 accurate and itemized wage statements (Labor Code, §§ 226, subd. (a), 1174, subd. (d), 1198);
18 (9) failure to reimburse necessary business expenses (Labor Code, § 2802); (10) failure to pay
19 vested vacation wages upon termination (Labor Code, § 227.3); (11) failure to provide safe and
20 reasonable working conditions, including exposure to excessive heat and moisture (Labor Code,
21 § 1198; Cal. Code Regs., tit. 8, § 11010, subd. 14); (12) failure to accrue, pay, or track sick leave
22 (Labor Code, §§ 246, 247.5, 248.5); and (13) failure to maintain accurate payroll and
23 employment records (Labor Code, §§ 1174, subd. (d), 226, subd. (a), 1198). This release is
24 limited to claims for civil penalties arising under Labor Code sections 2698 through 2699.5 and
25 does not include any recovery for unpaid wages, restitution, or other non-penalty remedies..

26 **6. MOTION FOR PRELIMINARY APPROVAL**
27
28

1 The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion
2 for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary
3 Approvals.

4 6.1. Defendants’ Declaration in Support of Preliminary Approval. Within 7 days of full
5 execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed
6 declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or
7 potential conflicts of interest with the Administrator.

8 6.2. Plaintiffs’ Responsibilities. Plaintiffs will prepare and to deliver to Defense Counsel all
9 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
10 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
11 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor
12 Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and
13 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from
14 the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting
15 to its willingness to serve; competency; operative procedures for protecting the security of Class
16 Data; amounts of insurance coverage for any data breach, defalcation of funds or other
17 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
18 and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense
19 Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve
20 and disclosing all facts relevant to any actual or potential conflicts of interest with Class
21 Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to
22 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
23 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
24 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699,
25 subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class
26 Members and the Administrator.

27 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
28 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full

1 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
2 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
3 Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the
4 Administrator.

5 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
6 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
7 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
8 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
9 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
10 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
11 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the
12 Court's concerns.

13 7. SETTLEMENT ADMINISTRATION

14 7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action, LLC to
15 serve as the Administrator and verified that, as a condition of appointment, Apex Class Action,
16 LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in
17 this Agreement in exchange for payment of Administration Expenses. The Parties and their
18 Counsel represent that they have no interest or relationship, financial or otherwise, with the
19 Administrator other than a professional relationship arising out of prior experiences
20 administering settlements.

21 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
22 Identification Number for purposes of calculating payroll tax withholdings and providing reports
23 state and federal tax authorities.

24 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
25 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section
26 468B-1.

27 7.4. Notice to Class Members

28 7.4.1. No later than three (3) business days after receipt of the Class Data, the

1 Administrator shall notify Class Counsel that the list has been received and state the
2 number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the
3 Class Data.

4 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
5 days after receiving the Class Data, the Administrator will send to all Class Members
6 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,
7 the Class Notice with Spanish translation, substantially in the form attached to this
8 Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the
9 dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable
10 to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable)
11 used to calculate these amounts. Before mailing Class Notices, the Administrator shall
12 update Class Member addresses using the National Change of Address database.

13 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice
14 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
15 using any forwarding address provided by the USPS. If the USPS does not provide a
16 forwarding address, the Administrator shall conduct a Class Member Address Search,
17 and re-mail the Class Notice to the most current address obtained. The Administrator
18 has no obligation to make further attempts to locate or send Class Notice to Class
19 Members whose Class Notice is returned by the USPS a second time.

20 7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks
21 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days
22 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose
23 notice is re-mailed. The Administrator will inform the Class Member of the extended
24 deadline with the re-mailed Class Notice.

25 7.4.5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise
26 discovers any persons who believe they should have been included in the Class Data
27 and should have received Class Notice, the Parties will expeditiously meet and confer,
28 and in good faith, in an effort to agree on whether to include them as Class Members.

1 If the Parties agree, such persons will be Class Members entitled to the same rights as
2 other Class Members, and the Administrator will send, via email or overnight delivery,
3 a Class Notice requiring them to exercise options under this Agreement not later than
4 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which
5 ever are later.

6 **7.5. Requests for Exclusion (Opt-Outs).**

7 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
8 must send the Administrator, by mail, a signed written Request for Exclusion not later
9 than 45 days after the Administrator mails the Class Notice (plus an additional 15 days
10 for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
11 from a Class Member or his/her representative that reasonably communicates the Class
12 Member's election to be excluded from the Settlement and includes the Class Member's
13 name, address and email address or telephone number. To be valid, a Request for
14 Exclusion must be timely postmarked by the Response Deadline.

15 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
16 fails to contain all the information specified in the Class Notice. The Administrator
17 shall accept any Request for Exclusion as valid if the Administrator can reasonably
18 ascertain the identity of the person as a Class Member and the Class Member's desire
19 to be excluded. The Administrator's determination shall be final and not appealable or
20 otherwise susceptible to challenge. If the Administrator has reason to question the
21 authenticity of a Request for Exclusion, the Administrator may demand additional proof
22 of the Class Member's identity. The Administrator's determination of authenticity shall
23 be final and not appealable or otherwise susceptible to challenge.

24 7.5.3. Every Class Member who does not submit a timely and valid Request for
25 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
26 to all benefits and bound by all terms and conditions of the Settlement, including the
27 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
28 regardless whether the Participating Class Member actually receives the Class Notice

1 or objects to the Settlement.

2 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
3 Non-Participating Class Member and shall not receive an Individual Class Payment or
4 have the right to object to the class action components of the Settlement. Because future
5 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
6 Participating Class Members who are Aggrieved Employees are deemed to release the
7 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual
8 PAGA Payment.

9 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
10 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
11 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
12 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge
13 the allocation by communicating with the Administrator via mail. The Administrator must
14 encourage the challenging Class Member to submit supporting documentation. In the absence
15 of any contrary documentation, the Administrator is entitled to presume that the Workweeks
16 contained in the Class Notice are correct so long as they are consistent with the Class Data. The
17 Administrator's determination of each Class Member's allocation of Workweeks and/or Pay
18 Periods shall be final and not appealable or otherwise susceptible to challenge. The
19 Administrator shall promptly provide copies of all challenges to calculation of Workweeks
20 and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination
21 the challenges.

22 7.7. Objections to Settlement

23 7.7.1. Only Participating Class Members may object to the class action components of
24 the Settlement and/or this Agreement, including contesting the fairness of the
25 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
26 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

27 7.7.2. Participating Class Members may send written objections to the Administrator, by
28 mail. In the alternative, 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 45 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8. 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.

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain and use an internet website to post information of interest to Class Members 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, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, 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 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 expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class 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; (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 basis, provide written

reports to Class Counsel and Defense Counsel that, among other things, 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 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include 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. Workweek and/or Pay Period 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 Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5. Administrator’s Declaration. Before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a 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 Class Members, 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. Class 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 Class 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 7 days before any deadline set by the Court, the Administrator will prepare, and

submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, 674 Class Members who collectively worked a total of 35,000 Workweeks during the Class Period, and 674 aggrieved employees who worked 17,500 PAGA Pay Periods during the PAGA Period.

8.1. Increase in Workweeks. Defendants represent that there are no more than 35,000 Workweeks during the Class Period. In the event the number of Workweeks during the Class Period increases by more than 10%, or 3,500 Workweeks, then, at Defendants' election: (1) the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of 38,500 Workweeks multiplied by the Workweek Value; or (2) the Class Period shall end on the date the number of Workweeks reaches 38,500. The Workweek Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount (\$685,000.00) by 35,000.00, which amounts to a Workweek Value of \$19.57. Thus, for example, should there be 40,000 Workweeks during the Class Period, and Defendants election option (1) above, then the Gross Settlement Amount shall be increased by \$29,355.00 ((40,000 Workweeks – 38,500 Workweeks) x \$19.57 per Workweek.).

9. MOTION FOR FINAL APPROVAL

Prior to the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall endeavor to provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.1. Response to Objections. Each Party retains the right to respond to any objection raised

1 by a Participating Class Member, including the right to file responsive documents in Court no
2 later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted
3 by the Court.

4 9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
5 Approval on any material change to the Settlement (including, but not limited to, the scope of
6 release to be granted by Class Members), the Parties will expeditiously work together in good
7 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
8 Approval. The Court's decision to award less than the amounts requested for the Class
9 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
10 Expenses Payment, Administrator Expenses Payment and/or individual claims of plaintiff for
11 alleged wrongful termination, shall not constitute a material modification to the Agreement
12 within the meaning of this paragraph.

13 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
14 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
15 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
16 and (iii) addressing such post-Judgment matters as are permitted by law.

17 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
18 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
19 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
20 respective counsel, and all Participating Class Members who did not object to the Settlement as
21 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
22 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
23 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
24 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
25 Parties' obligations to perform under this Agreement will be suspended until such time as the
26 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
27 the amount of the Net Settlement Amount.

28 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the

1 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
2 modification of this Agreement (including, but not limited to, the scope of release to be granted
3 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
4 expeditiously work together in good faith to address the appellate court's concerns and to obtain
5 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
6 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
7 the Court's award of the Class Representative Service Payment or any payments to Class Counsel
8 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
9 as long as the Gross Settlement Amount remains unchanged

10 **10. AMENDED JUDGMENT**

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

13 **11. ADDITIONAL PROVISIONS**

14 11.1. No Admission of Liability, Class Certification or Representative Manageability for Other
15 Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
16 Nothing in this Agreement is intended or should be construed as an admission by Defendants
17 that any of the allegations in the Operative Complaint have merit or that Defendants have any
18 liability for any claims asserted; nor should it be intended or construed as an admission by
19 Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class
20 certification and representative treatment are for purposes of this Settlement only. If, for any
21 reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants
22 reserve the right to contest certification of any class for any reasons, and Defendants reserve all
23 available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class
24 certification on any grounds available and to contest Defendants' defenses. The Settlement, this
25 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
26 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
27 Settlement and this Agreement).

28 11.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and

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

17 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
18 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
19 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's
20 ability to communicate with Class Members in accordance with Class Counsel's ethical
21 obligations owed to Class Members.

22 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
23 together with its attached exhibits shall constitute the entire agreement between the Parties
24 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
25 inducements made to or by any Party.

26 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
27 represent that they are authorized by Plaintiffs and Defendants, respectively, to take all
28 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement

1 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
2 terms of this Agreement including any amendments to this Agreement.

3 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
4 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
5 Settlement Agreement, submitting supplemental evidence and supplementing points and
6 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
7 or content of any document necessary to implement the Settlement, or on any modification of the
8 Agreement that may become necessary to implement the Settlement, the Parties will seek the
9 assistance of a mediator and/or the Court for resolution.

10 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not
11 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
12 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
13 action, or right released and discharged by the Party in this Settlement.

14 11.8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants, nor Defense Counsel is
15 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
16 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
17 Part 10, as amended) or otherwise.

18 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
19 modified, changed, or waived only by an express written instrument signed or agreed to by all
20 Parties or their representatives, and approved by the Court. Plaintiffs and Defendants expressly
21 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
22 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
23 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
24 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of
25 the use of signatures previously provided by the Parties.

26 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
27 the benefit of, the successors of each of the Parties.

28 11.11. 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.

11.12. 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

11.13. 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

11.14. Use 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 Defendants 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.

11.15. 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.

11.16. 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.

11.17. 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.

11.18. 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. 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.

11.19. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Ivan Ramirez

03/12/2026

Plaintiff, Ivan Ramirez

For Defendant, J&J Snack Foods Corp. of California

Plaintiff, Brianne Aguilar

For Defendant, J & J Snack Foods Sales Corp.

Plaintiff, Lloyd Smith

AGREED AS TO FORM ONLY:

Vedang J. Patel

3/12/2026

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff Ramirez

Robert H. Pepple
Counsel for Defendant

Raul Perez
Roxanna Tabatabaeepour
Counsel for Plaintiff Aguilar

Roman Otkupman
Counsel for Plaintiff Smith

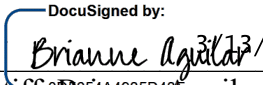
the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

11.19. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Plaintiff, Ivan Ramirez

For Defendant, J&J Snack Foods Corp. of California

DocuSigned by:
 3/13/2026

Plaintiff, Brianne Aguilar



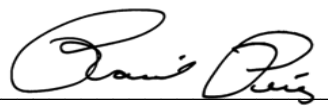
Plaintiff, Lloyd Smith

For Defendant, J & J Snack Foods Sales Corp.

AGREED AS TO FORM ONLY:

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff Ramirez

Robert H. Pepple
Counsel for Defendant



Raul Perez
Roxanna Tabatabaeepour
Counsel for Plaintiff Aguilar



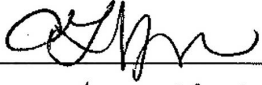
Roman Otkupman
Counsel for Plaintiff Smith

1 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
2 process.

3 **11.19. Severability.** In the event that one or more of the provisions contained in this Agreement
4 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
5 illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel
6 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing
7 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this
8 Agreement.

9 **IT IS SO AGREED:**

10
11 _____
12 Plaintiff, Ivan Ramirez


Christine Vigliotti
For Defendant, J&J Snack Foods Corp. of
California

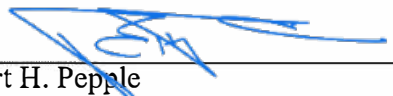
13
14 _____
15 Plaintiff, Brianne Aguilar


Christine Vigliotti
For Defendant, J & J Snack Foods Sales Corp.

16
17 _____
18 Plaintiff, Lloyd Smith

19 **AGREED AS TO FORM ONLY:**

20
21 _____
22 David D. Bibiyan
23 Vedang J. Patel
24 Counsel for Plaintiff Ramirez


Robert H. Pepple
Counsel for Defendant

25 _____
26 Raul Perez
27 Roxanna Tabatabaeepour
28 Counsel for Plaintiff Aguilar

Roman Otkupman
Counsel for Plaintiff Smith