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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF STANISLAUS

MANUEL CAMPOS DENIZ, individually and on behalf of others similarly situated,

Plaintiff,

vs.

AGRESTI DAIRY FARMS, LLC dba DOUBLE D DAIRY, a California limited liability company; and DOES 1 through 50, inclusive,

Defendants.

Case No.: CV-24-010119

Assigned for All Purposes to: Hon. John D. Freeland, Department 23

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

Complaint Filed: December 12, 2024
Trial Date: None Set

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JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiffs Manuel Campo Deniz, Juan Carlos Magana, and Juan Antonio Perez Alvarez, individually and on behalf of the Class and Defendant City Wide Property Services, Inc.

DEFINITIONS

1. "Agreement" or "Settlement Agreement" means this Joint Stipulation of Class Action and PAGA Settlement.

2. "Action" means the court action, entitled *Deniz et. al. v. Agresti Dairy Farms, LLC dba Double D Dairy e. al.* Stanislaus County Superior Court Case No. CV-24-010119. On _____ the Plaintiff Deniz filed a Second Amended Complaint in the Action adding Plaintiffs Carlos Magana ("Plaintiff Magana") and Juan Antonio Perez Alvaez ("Plaintiff Alvarez") and the claims in alleged in the lawsuit that was separately filed on January 31, 2025 as *Magana et. al. v. Clover Sonoma et al*, Marin County Superior Court Case No. CV0005270 (the "*Magana* Action"). The Second Amended Complaint shall be the "Operative Complaint."

3. "Class Counsel" means Protection Law Group, LLP, and Solouki Savoy, LLP.

4. "Attorneys Fees and Costs" means attorneys' fees for Class Counsel's litigation and resolution of the Actions and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, i.e. One Hundred and Sixty-Six Thousand, Six Hundred and Sixty-Six Dollars, and Sixty-Seven Cents ($166,666.67) and the reimbursement costs and expenses associated with the litigation and settlement of the Action, not to exceed Thirty Thousand Dollars ($30,000.00), subject to the Court's approval. Defendant has agreed not to oppose Class Counsel's request for fees and reimbursement of costs and expenses in the amount set forth above.

5. "Class List" means a complete list of all Class Members that Defendant will diligently and in good faith compile from their records and provide to the Settlement Administrator within fourteen (14) calendar days after Preliminary Approval of this Settlement. The Class List

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will be formatted in a readable Microsoft Office Excel spreadsheet and will include, to the extent known by Defendant, each Class Member's: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment as a non-exempt employee of Defendant in the State of California; (6) total Workweeks worked by each Class Member during the Class Period; (7) total Workweeks worked by each PAGA Member during the PAGA Period; and (8) any other information reasonably required by the Settlement Administrator in order to effectuate the terms of the Settlement.

6. "Class" or "Class Members" means all current and former non-exempt employees of Defendant who were employed by Defendant in the State of California at any time during the Class Period.

7. "Class Period" means the period from December 12, 2020, through April 27, 2025.

8. "Class Representatives" means Plaintiffs Manuel Campo Deniz, Juan Carlos Magana, and Juan Antonio Perez Alvarez in their capacity as representatives of the Participating Class Members.

9. "Class Representative Enhancement Payment" means the amount that the Court authorizes to be paid to Plaintiffs, in addition to their Individual Settlement Payments, in recognition of the efforts and risks they have taken in assisting with the prosecution of the Actions and in exchange for the General Release of their claims as provided herein.

10. "Court" means the Superior Court of the State of California for the County of Stanislaus.

11. "Defendant" means Agresti Dairy Farms, LLC dba Double D Dairy.

12. "Effective Date" means: the later of: (a) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the settlement.

13. "Final Approval" means the Court entering an order granting final approval of the Settlement Agreement.

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14. "Gross Settlement Amount" means the sum of Five Hundred Thousand Dollars ($500,000.00). The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will return to Defendant.

15. "Individual Settlement Payment" means the amount payable from the Net Settlement Amount to each Participating Class Member and any payment a PAGA Member is eligible to receive from the employee portion of the PAGA Payment. Individual Settlement Payments shall be paid by a Settlement Check made payable to Participating Class Members and/or PAGA Members.

16. "Net Settlement Amount" means the funds available for payments to the Class, which shall be amount remaining after the following amounts are deducted from the Gross Settlement Amount: (1) Class Counsel's fees, (2) Class Counsel's costs, (3) Settlement Administration Costs, (4) Class Representative Enhancement Payments to Plaintiffs; and (5) the PAGA Payment to the LWDA and PAGA Members.

17. "Notice" means the Notice of Class Action Settlement in a form substantially similar to the form attached hereto as Exhibit A, that will be mailed to Class Members' last known addresses and which will provide Class Members with information regarding the Actions and information regarding the settlement of the Action.

18. "PAGA" means the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA").

19. "PAGA Payment" means the amount that the Parties have agreed to allocate in order to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et seq.)("PAGA"). The Parties have agreed that Thirty Thousand Dollars ($30,000.00) of the Gross Settlement Amount will be allocated to the resolution of Plaintiffs' PAGA Claims. Sixty-Five Percent (65%) of this amount ($19,500.00) will be paid to the California Labor and Workforce Development Agency in accordance with Labor Code §§ 2698 *et seq*. Thirty-Five Percent (35%) of this amount ($10,500.00), will be distributed to PAGA Members. PAGA Members will receive payment from the employee portion of the PAGA Payment regardless of their decision to participate in the class action if the PAGA Payment is approved by the Court.

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20. "PAGA Period" means the period from December 12, 2023, through April 27, 2025.

21. "PAGA Members" means all current and former non-exempt employees of Defendant who were employed by Defendant in the state of California at any time during the PAGA Period.

22. "Parties" means Plaintiffs and Defendant, collectively, and "Party" shall mean either Plaintiffs or Defendant, individually.

23. "Participating Class Members" means all Class Members who do not submit valid and timely Requests for Exclusion.

24. "Plaintiffs" means Manuel Campo Deniz, Juan Carlos Magana, and Juan Antonio Perez Alvarez.

25. "Preliminary Approval" means the Court order granting preliminary approval of the Settlement Agreement.

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

27. "Released Class Claims" means all claims, rights, demands, liabilities, actions, causes of actions, injuries, grievances, obligations, losses, damages, penalties, interest, fines, liabilities, attorneys' fees, and any other form of relief or remedy in law or equity, that are alleged in the operative Complaint, or that reasonably could have been alleged in the operative Complaint based on or arising out of the facts asserted in the operative Complaint including, but not limited to, the following claims: (i) failure to pay all wages at the appropriate rate, including, but not limited to, all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or pay meal period premiums in lieu thereof at the correct rate; (iii) failure to provide rest periods and/or recovery periods or pay rest period premiums in lieu thereof at the correct rate; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete, accurate and

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itemized wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to provide timely pay wages during employment; (viii) unfair business practices that could have been premised on the facts pled in the operative complaint; and (ix) failure to maintain required payroll and personnel records.

28. **"Released PAGA Claims"** means all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the facts alleged in **either Plaintiff Deniz's** December 12, 2024, PAGA Notice**, or in Plaintiffs Magana's and Alvarez's** December 3, 2024 Amended PAGA Notice provided to the LWDA including but not limited to penalties that could have been awarded pursuant to Labor Code sections 201-203, 204, 210, 226, 226.2, 226.3, 226.7, 403, 404, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1198 and 2699.

29. **"Released Parties" means** Defendant, and its current, former and future parents, owners, subsidiaries, divisions, dbas, joint venturers, affiliated or related persons or entities, and any other entities that could be considered to have jointly employed the Class Members and/or Aggrieved Employees, and each of their respective owners, officers, directors, employees, supervisors, managers, executive employees, partners, shareholders, stockholders, investors, members, principles, subsidiaries, affiliates, co-employers, joint employers, attorneys, accountants, auditors, company sponsored employee benefit plans, agents, heirs, estates, representatives, administrators, executors, fiduciaries, trustees, spouses, domestic partners, associates, insurers, reinsurers, predecessors, successors and assigns.

30. **"Request for Exclusion" means a valid and timely written statement submitted by** a Class Member requesting to be excluded from the Action. To be effective, the Request for **Exclusion must contain (a) the Class Member's name, address, telephone number, and the** last four **digits of the Class Member's Social Security number and/or the Employee ID number and (b) a** clear statement requesting to be excluded from the settlement of the class claims. To be effective, the Request for Exclusion must be post-marked by the Response Deadline and received by the Settlement Administrator. The Request for Exclusion shall not be effective as to the release of claims arising under the Private Attorneys General Act.

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31. "Response Deadline" means the date sixty (60) days after the Settlement Administrator mails Notice to Class Members and the last date on which Class Members may submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for Exclusion, written objections, or workweek disputes, will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the Response Deadline.

32. "Settlement" means the disposition of the Actions pursuant to this Agreement.

33. "Settlement Administrator" means Apex Class Action Administration. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

34. "Settlement Administration Costs" mean the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating/confirming the class member Workweeks from the information contained in the Class List, calculating each Participating Class Member's Individual Settlement Payment, tax reporting, distributing the Gross Settlement Amount, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. Settlement Administration Costs shall not exceed Six Thousand Nine Hundred and Eighty Dollars ($6,980.00)

35. "Workweek" shall mean any calendar week (i.e. a week beginning on Monday and ending on Sunday) in which a Class Member or PAGA Member worked at least 1 day.

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TERMS OF AGREEMENT

36. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and all applicable employer-side payroll taxes following Final Approval by the Court and the occurrence of the Effective Date. The following will be paid out of the Gross Settlement Amount: the sum of the Individual Settlement Payments, the Class Representative Enhancement Payments, Class Counsel's Fees and Costs, the PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement. Except for any employer-side taxes due on the Individual Settlement Payments, or as a result of an increase in the number of workweeks as set forth below, Defendant shall not be required to pay more than the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendant.

37. Potential Increase to the Gross Settlement Amount/Reduction of Class and PAGA Period: Defendant has represented there are approximately 13,054 Workweeks between December 12, 2020 and April 27, 2025. Should the actual number of Workweeks in the Class Period increase by more than ten percent (10%) (i.e. by more than 1,305 Workweeks) Defendant shall have the option to either (1) increase the Gross Settlement Amount on a *pro-rata* basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10% (for example, if the number of Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%); or (2) cut off the end of the Class and PAGA Periods upon the date the workweeks in question meet this 10% threshold. If this provision is triggered so as to require an increase in the Gross Settlement Amount or reduction of the Class/PAGA Period, the Parties shall advise the Court of the revised settlement terms and obtain an order granting approval of the revised terms prior to sending Notice to the Class.

38. Funding of the Gross Settlement Amount: Within 60 days of the Effective Date Defendant will deposit half (1/2) of the Gross Settlement Amount into a Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator. Within six (6) months of receipt of the initial payment, Defendant shall fund the remaining half (1/2) of the Gross Settlement Amount and all applicable employer-side payroll taxes and deposit these funds into the QSF. Defendant shall provide all information necessary for the Settlement Administrator to calculate necessary payroll

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taxes including its official name, 8 digit state unemployment insurance tax ID number, and other information reasonably requested by the Settlement Administrator, no later than fourteen (14) calendar days of the Effective Date or the date when the Settlement Administrator requests this information, whichever is later.

39. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days of the complete funding of the Settlement, the Settlement Administrator will issue payments for: (a) Individual Settlement Payments; (b) the PAGA Payment to the Labor and Workforce Development Agency; (c) the Class Representative Enhancement Payments; (d) Class Counsel's Fees and Costs and (e) Settlement Administration Costs.

40. Attorneys' Fees and Costs: Provided Plaintiffs and Class Counsel are in full compliance with the terms of this Agreement, Defendant agrees not to oppose any application or motion by Class Counsel for attorneys' fees of not more than One Hundred and Sixty-Six Thousand Six Hundred and Sixty-Six Dollars and Sixty-Seven Cents ($166,666.67) plus the reimbursement of costs and expenses associated with the litigation and settlement of the Action, in an amount not to exceed Thirty Thousand Dollars ($30,000.00), both of which will be paid from the Gross Settlement Amount. Any portion of the requested fees or costs that is not awarded to the Class Counsel shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

41. Class Representative Enhancement Payment: Provided Plaintiffs and Class Counsel are in full compliance with the terms of this Agreement, Defendant agrees not to oppose or object to any application or motion by Plaintiffs for Class Representative Enhancement Payments of Ten Thousand Dollars ($10,000) each for Plaintiffs Deniz, Magana, and Alvarez. The Class Representative Enhancement Payments are in exchange for the General Release of the Plaintiffs' individual claims and for their time, effort and risk in bringing and prosecuting the Action. Any portion of the requested Class Representative Enhancement Payments that is not awarded to the Class Representatives shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

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42. Settlement Administration Costs: The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall not exceed Six Thousand Nine Hundred and Eighty Dollars ($6,980.00)

43. PAGA Payment: Thirty Thousand Dollars ($30,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The Settlement Administrator shall pay sixty-five percent (65%) of the PAGA Payment, or Nineteen Thousand Five Hundred Dollars ($19,500.00), to the California Labor and Workforce Development Agency ("LWDA"). Ten Thousand Five Hundred Dollars ($10,500.00), will be distributed to PAGA Members on a *pro rata* basis based on the total number of Workweeks worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Payment regardless of their decision to opt-out of the class settlement.

44. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	$	500,000.00
Enhancement Payments:	$	30,000.00
Class Counsel's Fees:	$	166,666.67
Class Counsel's Costs:	$	30,000.00
PAGA Payment	$	30,000.00
Settlement Administration Costs:	$	6,980.00
Estimated Net Settlement Amount	$	266,353.33

45. Individual Settlement Payment Calculations: Individual Settlement Payments will be paid from the Net Settlement Amount and the 35% portion of the PAGA Payment allocated for PAGA Members and shall be paid pursuant to the formula set forth herein:

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a) Calculation of Class Portion of Individual Settlement Payments: The Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of Workweeks worked by each Participating Class Member during the Class Period. The respective Workweeks for each Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each Participating Class Member. Each Participating Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Participating Class Member's estimated share of the Net Settlement Amount.

b) Calculation of PAGA Portion of Individual Settlement Payments: The Settlement Administrator will calculate the total Workweeks for all PAGA Members by adding the number of Workweeks worked by each PAGA Member during the PAGA Period. The respective Workweeks for each PAGA Member will be divided by the total Workweeks for all PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA Member's Payment Ratio will then be multiplied by the employee portion of the PAGA Payment to calculate each PAGA Member's estimated share of the PAGA Payment. PAGA Members shall receive this portion of their Individual Settlement Payment regardless of whether they opt out of the participation regarding the class claims.

c) Allocation of Individual Settlement Payments: The Class Portion of each Individual Settlement Payments will be allocated as follows: ten percent (10%) of each Individual Settlement Payment will be allocated as wages, forty-five percent (45%) shall be allocated as interest, and forty-five percent (45%) shall be allocated as penalties. The PAGA Portion of each Individual Settlement Payment will be allocated 100% as Penalties. The portion of the Individual Settlement Payment allocated to wages will be reported by the Settlement Administrator on an IRS Form W-2. The remaining non-wage payments will be reported on an IRS Form-1099 by the Settlement Administrator.

46. No Credit Toward Benefit Plans: The Individual Settlement Payments made to

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Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

47. Settlement Administration Process: The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement. The Settlement Administrator will provide the following services:

a) Establish and maintain a Qualified Settlement Fund.

b) Calculate the Individual Settlement Payment each Participating Class Member is eligible to receive and the portion of the PAGA Payment each PAGA Member shall receive.

c) Print and mail the Notice.

d) Conduct additional address searches for mailed Notices that are returned as undeliverable.

e) Process Requests for Exclusion, field inquiries from Class Members,

f) Print and issue and issue Settlement Payment Checks, prepare IRS W2 and 1099 Tax Forms and any other filings required by any governmental taxing authority.

g) Provide declarations and/or other information to this Court as requested by the Parties and/or the Court regarding the settlement administration process.

h) Provide weekly status reports to counsel for the Parties.

i) Post settlement documents and a notice of final judgment online at Settlement Administrator's website.

j) Translate the Notice from English to Spanish

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48. Delivery of the Class List: Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator. This is a material term of the Agreement, and if Defendant fails to comply, Plaintiff shall have the right to void the Agreement.

49. Notice by First-Class U.S. Mail: Within seven (7) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

50. Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. If any notice sent to a Class Member by the Settlement Administrator is returned as undeliverable to a current employee, then Defendant shall make all reasonable efforts to obtain the current address from the Class Member and provide the same within seven (7) calendar days of notice from the Settlement Administrator. Those Class Members who receive a re-mailed Notice, whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or (b) the Response Deadline to postmark a Request for Exclusion, written objection, or workweek dispute.

51. Notice: All Class Members will be mailed a Notice. Each Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Class definition; (d) the total number of Workweeks each respective Class Member worked for Defendat during the Class Period; (e) each Class Member's estimated Individual Settlement

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Payment and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class Period; (g) instructions on how to opt-out of and object to the Settlement; (h) the deadlines by which the Class Member must postmark Requests for Exclusion, Objections to the Settlement, or Workweek Disputes; (i) the claims to be released, as set forth herein; and (j) the date for the final approval hearing.

52. Disputed Information on Notice: Class Members will have an opportunity to dispute the information provided in their Notice. To the extent Class Members dispute the number of Workweeks with which they have been credited or the amount of their Individual Settlement Payment, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's records will be presumed determinative. However, if a Class Member produces evidence to the contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class Member regarding the number of eligible Workweeks that should be applied and/or the Individual Settlement Payment to which the Class Member may be entitled. If the Parties and the Class Member do not agree, the dispute will be submitted to the Court.

53. Defective Submissions: If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark a revised Request for Exclusion. If a Class Member responds to a cure letter by filing a defective claim, then the Settlement Administrator will have no further obligation to give notice of a need to cure. If the revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

54. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the Class Settlement must sign and postmark a written Request for Exclusion to the Settlement Administrator by the Response Deadline. The Request for Exclusion must include (a) the Class

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Member's name, address, telephone number, and the last four digits of the Class Member's Social Security number and/or the Employee ID number and (b) a clear statement requesting to be excluded from the settlement of the class claims. The date of the postmark on the return mailing envelope receipt confirmation will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. All Requests for Exclusion will be submitted to the Settlement Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted. All Class Members who do not request exclusion from the Class Settlement will be bound by all terms of the Settlement Agreement if the Settlement is granted final approval by the Court. The Request for Exclusion shall not be effective as to the release of claims arising under the Private Attorneys General Act.

55. Defendant's Right to Rescind: If ten percent (10%) or more of the Class Members (rounded to the next whole number) elect not to participate in the Settlement, Defendant may, at its election, rescind the Settlement Agreement and all actions taken in furtherance of it will be thereby null and void. Defendant must meet and confer with Class Counsel prior to exercising this right and must make clear their intent to rescind the Agreement within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of these opt-outs. If Defendant exercises its right to rescind the Agreement, Defendant shall be responsible for all Settlement Administration Costs incurred to the date of rescission.

56. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the complete funding of the Gross Settlement Amount, any Class Member who does not affirmatively opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement. Class Members who opt-out of the Settlement shall not be bound by such Judgment or the Class Release. However, the opt-out shall not be effective as to the release of claims arising under the Private Attorneys General Act. The names of Class Members who have opted-out of the settlement shall be disclosed to the Counsel for both Plaintiffs and Defendant and noted in the proposed Judgment submitted to the Court.

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57. Objection Procedures: To object to the Settlement, a Participating Class Member must postmark a valid Objection to the Settlement Administrator on or before the Response Deadline. The Objection must be signed by the Participating Class Member and contain all information required by this Settlement Agreement including the employees full name, address, telephone number, the last four digits of their social security number and/or Employee ID number, the name of the case and case number, and the specific reason including any legal grounds for the Participating Class Members objection. The postmark date will be deemed the exclusive means for determining that the Notice of Objection is timely. Participating Class Members who fail to object in the manner specified above will be foreclosed from making a written objection, but shall still have a right to appear at the Final Approval Hearing in order to have their objections heard by the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Participating Class Members to submit written objections to the Settlement or appeal from the Order and Judgment. Class Counsel will not represent any Class Members with respect to any objections to this Settlement.

58. Certification Reports Regarding Individual Settlement Payment Calculations: The Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members who have submitted valid Requests for Exclusion; (b) the number of Notices returned and re-mailed and (c) whether any Class Member has submitted a challenge to any information contained in the Notice. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

59. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator to Participating Class Members and PAGA Members will be negotiable for at least one hundred eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his or her Settlement Check or PAGA payment check within 180 days, the uncashed funds, subject to Court approval, shall be distributed to Jessica's House (https://www.jessicashouse.org/). The Individual Settlement Payments provided to Participating Class Members and to PAGA Members shall prominently state the expiration date or a statement that the Settlement Check will expire in

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one hundred eighty (180) days, or alternatively, such a statement may be made in a letter accompanying the Individual Settlement Payment. Expired Individual Settlement Payments will not be reissued, except for good cause and as mutually agreed by the Parties in writing. The parties agree no unclaimed funds will result from the settlement.

60. Administration of Taxes by the Settlement Administrator: The Settlement Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, PAGA Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities, including Defendant's FICA and FUTA contributions.

61. Tax Liability: Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs and Participating Class Members are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard. Plaintiffs and Participating Class Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein. Defendant's share of any employer-side payroll taxes and other required employer withholdings due on the Individual Settlement Payments, including, but not limited to, Defendant's FICA and FUTA contributions, shall be paid separate and apart from the Gross Settlement Amount by Defendant. The Settlement Administrator shall compute the employer-side payroll taxes, including Defendant's FICA and FUTA contributions using Defendant's Employer Identification Number and notify Defendant of the amount to be submitted within five (5) days of the Effective Date.

62. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular

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230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

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

64. Release by Participating Class Members: Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant, Participating Class Members shall fully release and discharge the Released Parties from the Released Class Claims that arose during the Class Period. This release shall be binding on all Participating Class Members.

65. Release by the State of California and LWDA: Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant the LWDA and the State of California, through Plaintiff as its agent and/or proxy, shall release and discharge the Released Parties from the Released PAGA Claims that arose during the PAGA Period. The Parties intend for this PAGA settlement to have claim preclusion, issue preclusion, or otherwise bar a representative action if an aggrieved employee were to bring a subsequent claim on behalf of the LWDA based on the same factual predicate as this action and covering the same time period.

66. Release of Additional Claims & Rights by Plaintiffs: Upon the funding of the Gross Settlement Amount, the payment of all applicable employer-side payroll taxes, and court

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approval of this settlement, Plaintiffs, each individually, on behalf of themselves and each of their respective former, present and future spouses, children, heirs, representatives, agents, attorneys, administrators, executors, successors, and assigns, will release the "Released Parties" from any and all claims, actions, causes of action, transactions, occurrences, obligations, liabilities and damages of every kind and nature, including punitive damages, to the fullest extent permitted by law, which arise out of or relate to each Plaintiff's employment with Defendant and which exist at the time of the execution of this Agreement, to the fullest extent permitted by law, including, but not limited to: (a) all claims that were, or could have been, alleged based on the facts contained in the Operative Complaint; (b) all PAGA claims that were, or could have been, alleged based on facts contained in the PAGA Notice(s) and/or the Operative Complaint; and (c) all currently existing claims arising under the Employee Retirement Income Security Act of 1974; the Americans with Disabilities Act; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Civil Rights Act of 1866 and 1870; 42 U.S.C. §§1981 through 1988; the Age Discrimination in Employment Act, as amended by the Older Workers' Benefit Protection Act of 1990 (29 U.S.C. §§ 621, *et seq*.), the Equal Pay Act of 1963; the Consolidated Omnibus Budget Reconciliation Act of 1985; the Occupational Safety and Health Act; the Sarbanes-Oxley Act of 2002; the Family and Medical Leave Act of 1993; Worker Adjustment and Benefit Protection Act of 1990; the Fair Labor Standards Act; Executive Order 11246; the California Fair Employment and Housing Act (Gov. Code §§ 12940 *et seq*.); California Family Rights Act (Gov. Code §12945.2 *et seq*.); the California Unruh Civil Rights Act (Civ. Code §51, *et seq.*); the California Whistleblower Protection Act (Lab. Code §1102.5); the California Occupational Safety and Health Act (Labor Code §6300, *et seq*.); Federal and California Worker Adjustment and Retraining Notification Acts; Immigration Control and Reform Act; the Federal or any State Constitution; applicable California Industrial Welfare Commission Wage Order provisions; California Business and Professions Code §§17200 *et seq*.; the California Civil Code; the California Labor Code; and any other Federal, State or local insurance, human rights, civil rights, wage-hour, pension or labor laws, rules and/or regulations, public policy, contract or tort laws, and any claim of retaliation under such laws, any claim under Labor Code §132a, any claim for serious and/or willful

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misconduct, and any claim arising under common law including, but not limited to, causes of action for wrongful termination, constructive discharge, discrimination, abusive conduct or harassment on the basis of race (including traits associated with race such as hair texture and protective hairstyle), color, religion (all aspects of religious beliefs, observance or practice including religious dress or grooming practices), sex, sexual orientation, gender (including gender identity, gender expression and transgender status), marital status, registered domestic partner status, pregnancy (including childbirth, breastfeeding or related medical condition), reproductive health decision-making, alienage, national origin (including language use restrictions and possession of a driver's license issued under Vehicle Code §12801.9), ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), age, off-duty use of cannabis, citizenship or immigration status, military or veteran status, genetic information, political affiliation, position in a labor dispute, request for or use of protected leave, domestic violence victim status, or any other basis protected by applicable Federal, State or local law, or retaliation for opposing any such discrimination, abusive conduct or harassment; intentional infliction of emotional distress; negligent infliction of emotional distress; fraudulent misrepresentation; negligent misrepresentation; fraud; promissory estoppel; invasion of privacy; false imprisonment; conspiracy to commit any act mentioned herein; personal injury; pain and suffering; medical expenses; damage to reputation; emotional or economic injury; breach of contract (whether oral or written, express or implied); breach of the implied covenant of good faith and fair dealing; defamation; slander; libel; interference with business advantage; interference with prospective economic advantage; interference with contractual relationship; failure to provide suitable seating; failure to timely provide documents for review and/or inspection violation of any Federal, State or local statute, law, ordinance or regulation; wrongful termination in violation of public policy; and any other action, whether cognizable in law or in equity, based upon any conduct, act or omission by any Released Party Plaintiffs each individually agree that they will not, from any source or proceeding, seek or accept any award or settlement therefrom except as set forth in this Agreement. Plaintiffs further each individually agree that to the extent their employment status may be uncertain, they shall be deemed to be amicably and lawfully separated

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from employment with Defendant and that they shall not enter any property owned, operated or controlled by any Released Party.

Plaintiffs' 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 Class Period. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law Plaintiffs now know or believe to be true but agree that Plaintiffs' Release shall remain effective in all respects, notwithstanding such different or additional facts or the discovery of them.

Plaintiffs expressly understand and agrees that the general release described in this Section extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, foreseen or unforeseen, past or present, which each Plaintiff individually has or may have against any and all Released Parties, as of the execution of this Agreement, other than those that cannot be released by law, and Plaintiffs each individually waive and relinquish the provisions, rights, and benefits, if any, of California Civil Code section 1542, which reads as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

67. Nullification of Settlement Agreement: In the event that: (a) the Court does not finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any material term of this Settlement Agreement; or (c) the Settlement does not become final as written and agreed to by the Parties for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, all amounts deposited into the

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QSF will be returned to Defendant, and the Parties shall be returned to their original respective positions. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning. Should the Court fail to approve this settlement for any reason, the Parties agree that they will return to and attend mediation with a mutually agreed Mediator in an effort to reach a settlement that may be approved by the Court.

68. Preliminary Approval Hearing: Plaintiffs will obtain a hearing before the Court to request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Class for settlement purposes only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will submit this Agreement, which sets forth the terms of the Settlement, and will include the proposed Notice attached as Exhibit A. Plaintiff shall provide Defendant's Counsel with a copy of the Motion for Preliminary Approval and all related pleadings a minimum of ten (10) days prior to the intended date for filing of the Motion for Defendant's input and suggested revisions. Class Counsel and Defense Counsel shall work together in good faith to agree upon the content of the Motion for Preliminary Approval to ensure the motion is filed unopposed. Defendant agrees to not oppose Plaintiff's Motion for Preliminary Approval to the extent it is consistent with the terms and conditions of this Settlement Agreement and the content has been approved by Defendant prior to filing the Motion for Preliminary Approval. Any failure by the Court to fully and completely approve the Agreement as to the Actions will result in this Settlement Agreement and the Memorandum of Understanding entered into by the Parties, and all obligations under this Settlement Agreement and the Memorandum of Understanding being nullified and voided.

69. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly

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payable for: (a) Individual Settlement Payments; (b) the Attorneys' Fees and Costs; (c) the Class Representative Enhancement Payments; and (d) the Settlement Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain Final Approval. Plaintiff shall provided Defendant's Counsel with a copy of the Motion for Final Approval and all related pleadings a minimum of ten (10) days prior to the intended date for filing of the Motion for Defendant's input and suggested revisions. Class Counsel and Defense Counsel shall work together in good faith to agree upon the content of the Motion for Final Approval and ensure the motion is filed unopposed. Defendant agrees to not oppose Plaintiff's Motion for Final Approval to the extent it is consistent with the terms and conditions of this Settlement Agreement and the content has been approved by Defendant prior to filing the Motion for Final Approval. Any failure by the Court to fully and completely approve the Settlement Agreement as to all of the Actions, or the entry of any Order by another Court with regard to any of the Actions which has the effect of modifying material terms of this Agreement or preventing the full and complete approval of the Settlement Agreement as written and agreed to by the Parties, will result in this Agreement and all obligations under this Agreement being null and void.

70. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

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

72. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

73. Amendment or Modification: This Settlement Agreement may be amended or

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modified only by a written instrument signed by counsel for all Parties or their successors-in-interest and approved by the Court.

74. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

75. Binding on Successors and Assigns: This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

76. California Law Governs: All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

77. Execution and Counterparts: This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

78. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this

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Settlement.

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

80. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that either party may appeal any court order that materially alters the Settlement Agreement's terms.

81. Class Action Certification for Settlement Purposes Only: The Parties agree to stipulate to class action certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Agreement will not be admissible in this or any other proceeding as evidence that either: (a) a class action should be certified or (b) Defendant is liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

82. Non-Admission of Liability: The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically and adamantly denies all allegations in the operative Complaint and PAGA Notice, denies it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees, and Defendant has raised various defenses to the claims. Defendant asserts that it fully complied with all applicable wage and hour laws and contends that civil penalties under PAGA are not warranted. Defendant also denies that the Action is suitable for class certification. Defendant has entered into the Settlement solely for purposes of resolving this dispute to avoid costly, disruptive, and time-consuming

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litigation and does not admit to any wrongdoing or liability whatsoever. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

83. Full and Complete Defense. This Settlement Agreement may be pleaded by any Released Party as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that has been or may be instituted, prosecuted, or attempted, asserting any Released Class Claim and/or Released PAGA Claim.

84. Captions: The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

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

86. Enforcement Action: In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

87. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations

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between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

88. Representation By Counsel: The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel and reviewed in full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the Agreement.

89. All Terms Subject to Final Court Approval: All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

90. Cooperation and Execution of Necessary Documents: Provided that the Parties and their Counsel are in full compliance with the terms of this Settlement Agreement, the Parties agree to cooperate to promote participation in the Settlement, and in seeking court approval of the Settlement. The Parties and their counsel agree not to take any action to encourage any Class Members to opt out of and/or object to the Settlement. Defendant agrees not to obtain any settlement agreement waivers, Pick Up Stix agreements or arbitration agreements from any Class Member prior to the funding of the Gross Settlement Amount concerning claims released via this Agreement, or enter into any arbitration agreement with any Class Member that covers the claims released via this Agreement during the Settlement approval process prior to the funding of the Gross Settlement Amount and that the Parties will work in good faith to reach an agreement approved by the Court.

91. Confidentiality: The Parties and their counsel agree to keep the terms of the Settlement Agreement **confidential until the filing of Plaintiffs' Motion for Preliminary Approval** and further agree that all matters relating to the litigation of the Action, including discovery proceedings therein, and evidence obtained during the course of the Action and discovery, shall not be discussed with or presented to the media or press in any form or manner at any time. Plaintiffs, Class Counsel, Defendant and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the fact, amount or terms of the Settlement Agreement. **Nothing in this Settlement Agreement shall limit Defendant's ability to fulfill disclosure**

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obligations reasonably required by law or in furtherance of business purposes, including the fulfillment of obligations stated in this Settlement Agreement or limit Class Counsel's communications with the Class Members in furtherance of approval of this Settlement.

92. Binding Agreement: The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

[SIGNATURES ON FOLLOWING PAGE]

Docusign Envelope ID: 7C597718-3859-80CD-8288-33861A075233

Dated: _____

PLAINTIFF

By: _____
Manuel Campos Deniz

Dated: _____

PLAINTIFF

By: _____
Juan Carlos Magana

Dated: _____

PLAINTIFF

By: _____
Juan Antonio Perez Alvarez

Dated: 8/3/2026

DEFENDANT

AGRESTI, DAIRY FARMS, LLC.

By: DocuSigned by: Dominic Assali

Name: Dominic Assali

Title: Dominic Assali

APPROVED AS TO FORM

Dated: _____

PROTECTION LAW GROUP, LLP.

By: _____
Amir Nayebdadash,
D. Luke Clapp,
Attorneys for Plaintiffs

Docusign Envelope ID: 7C597718-3859-80CD-8288-33861A075233

Dated: _____

SOLOUKI SAVOY, LLP.

By: _____

Grant Joseph Savoy,
Attorneys for Plaintiffs

Dated: 8/4/2026

HENDERSON HATFIELD
A Professional Corporation

By: Stacy L. Henderson

Stacy Henderson,
Attorneys for Defendant

Docusign Envelope ID: 027C1011-14D3-8CE6-836E-98C7A2BF9F6A

Dated: _____

PLAINTIFF

By: _____
Manuel Campos Deniz

Dated: 6/2/2026

PLAINTIFF

By: Firmado por: Juan C. MR
737E4C159E874D4...
Juan Carlos Magana

Dated: 6/2/2026

PLAINTIFF

By: Signed by: Juan A. Perez Alvarez
5DE214CED09E49A...
Juan Antonio Perez Alvarez

Dated: _____

DEFENDANT

AGRESTI, DAIRY FARMS, LLC.

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

Dated: _____

PROTECTION LAW GROUP, LLP.

By: _____
Amir Nayebdadash,
D. Luke Clapp,
Attorneys for Plaintiffs

Docusign Envelope ID: 027C1011-14D3-8CE6-836E-98C7A2BF9F6A

Dated: 6/2/2026

SOLOUKI SAVOY, LLP.

By: DocuSigned by: A75C1CB1A773447...

Grant Joseph Savoy,
Attorneys for Plaintiffs

Dated: _____

HENDERSON HATFIELD
A Professional Corporation

By:_____

Stacy Henderson,
Attorneys for Defendant

Docusign Envelope ID: 27247D22-F8A2-89BD-817B-0561CA6FFAE3

Dated: 7/30/2026

PLAINTIFF

By: Signed by: MANUEL CAMPOS ACDC57CAACFC4BC...
Manuel Campos Deniz

Dated: _____

PLAINTIFF

By: _____
Juan Carlos Magana

Dated: _____

PLAINTIFF

By: _____
Juan Antonio Perez Alvarez

Dated: _____

DEFENDANT

AGRESTI, DAIRY FARMS, LLC.

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

Dated: July 30, 2026

PROTECTION LAW GROUP, LLP.

By: _____
Amir Nayebdadash,
D. Luke Clapp,
Attorneys for Plaintiffs