

AMENDMENT TO CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Plaintiff Sarah Magana, individually and on behalf of the Class Members and Aggrieved Employees, and Defendants Goya Foods of California, Inc. and Goya Foods, Inc. (collectively “Defendant”) (collectively with Plaintiff, the “Parties”), hereby enter into this Amendment (the “Amendment”) to the Class Action Settlement Agreement and Release (the “Settlement Agreement” or “Settlement”), that the Parties submitted to the Court on February 18, 2025.

The Parties make the following amendments to the Settlement Agreement:

1. Paragraph 2(i) providing for the definition of the Class Release Period is replaced by:

“Class Release Period” means any time between November 12, 2016 and November 14, 2024, inclusive. For Released Working Subclass Members, the Class Release Period means any time between the date they signed their respective Settlement Agreement and Release of Claims and November 14, 2024.

2. Paragraph 2(r) providing for the definition of Gross Settlement Amount is replaced by:

“Gross Settlement Amount” means the non-reversionary total amount that Defendant shall pay in connection with this Settlement, including any interest earned on such funds, in exchange for the release of the Participating Class Members’ and Aggrieved Employees’ Released Claims. The Gross Settlement Amount is the gross sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00), and any interest. The Gross Settlement Amount includes: (a) all Settlement Awards to Participating Class Members; (b) PAGA Payment; (c) Service Award; (d) Attorneys’ Fees and Costs to Class Counsel; and (e) Settlement Administration Costs to the Settlement Administrator. Except for the Defendant’s employer’s portion of payroll taxes on Settlement Awards to Class Members (“Defendant’s Payroll Taxes”), the Parties agree that Defendant will have no obligation to pay any amount in connection with this Settlement Agreement apart from the Gross Settlement Amount and Defendant’s Payroll Taxes. There will be no reversion.

3. Paragraph 28 providing for the Escalator Clause is replaced by:

Defendant estimates that there were approximately 24,480 weeks for approximately 209 employees for the period of November 12, 2016 through October 11, 2024. Further, Defendant estimates that there are 121 members of the Released Subclass. Plaintiff is entering into this Settlement Agreement based on such representations. The Parties agreed that in the event it is determined that the actual number of employees exceeds 209 or the actual number of workweeks exceeds 24,480 by more than ten percent (10%) during the Class Release Period, Defendant will have the option of either: (a) increase the Gross Settlement Amount proportionally; or (b) shortening the release period by modifying the end dates of the Class Release Period and PAGA Release Period by a necessary number of workweeks to bring the total number of workweeks to 24,480. It has been determined that the actual number of employees do not exceed 209 and the actual number of workweeks do not exceed 24,480 by more than ten percent (10%) during the Class Release Period, thereby not triggering this Escalator Clause.

4. Paragraph 33(c)(i) providing for the Settlement Award Calculations for the calculation of the *pro rata* portion of the Net PAGA amount is replaced by:

For each week during which the Aggrieved Employee performed work for Defendant as alleged in the Actions, he or she shall be eligible to receive a *pro rata* portion of the Net PAGA Amount based on the number of workweeks the Aggrieved Employee worked at any time in California between October 31, 2019 and 60 days from November 14, 2024. The resulting share of the Net PAGA Amount per Aggrieved Employee, if any, will be added to the Aggrieved Employee's share of the Net Settlement Amount, to determine the Aggrieved Employee's Settlement Award.

5. Paragraph 42(b) providing for the process by which remaining monies will be distributed in the event the total residual amount is \$25,000 or great is related by:

If the total residual amount is \$25,000 or greater, a second distribution will occur to those Participating Class Members who cashed their Settlement Award check. The second distribution will occur on a *pro rata* basis as provided for in this Agreement. The second distribution's checks shall remain valid and negotiable for thirty (30) days from the date of their issuance and may thereafter automatically be canceled if not cashed within that time. Any second payments to Participating Class Members who cashed their first check will be characterized, paid, and reported as penalties and interest and will not be subject to any additional tax withholdings. In the event of a redistribution of uncashed check funds to Participating Class Members who cashed their Settlement Award check, the additional settlement administration costs related to the redistribution will be deducted from the total amount of uncashed checks prior to the redistribution. If a check to a Participating Class Member is returned to the Settlement Administrator as undeliverable during the second distribution, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace search and, if another address is identified, shall mail the check to the newly identified address. If there are uncashed check funds remaining from redistribution as described in this Paragraph, then the amount will revert to *cy pres*.

6. The Parties enter into this Amendment through their respective counsel of record pursuant to Paragraph 53 of the Settlement Agreement. This Amendment may be executed in one or more counterparts, including by facsimile, email, or DocuSign (or similar application providing for the validation of electronic signatures). All executed counterparts and each of them shall be deemed to be one and the same instrument. All executed copies of this Agreement, and photocopies thereof (including facsimile and/or emailed copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

PLAINTIFF:

Sarah Magana

Date: _____

DEFENDANT: _____ Date: _____, 2025

On behalf of Goya Foods of California, Inc.

DEFENDANT: _____ Date: _____, 2025

On behalf of Goya Foods, Inc.

APPROVED AS TO FORM BY CLASS COUNSEL:

_____ Date: _____, 2025
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