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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SACRAMENTO – GORDON D. SCHABER COURTHOUSE**

JULIUS L. MOORE, on behalf of himself  
 and all others similarly situated,

Plaintiff,

vs.

KIKKOMAN FOODS, INC., a Wisconsin  
 incorporation; and DOES 1 through 10,  
 inclusive,

Defendant

**CLASS ACTION**

Case No. 24CV005085

Assigned for all purposes to:  
 Honorable Lauri A. Damrell, Department 22

**CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

Complaint Filed: March 15, 2024  
 First Amended Complaint: May 20, 2024  
 Second Amended Complaint: July 16, 2024  
 Trial Date: None

1 This “Class Action and PAGA Settlement Agreement” (“Agreement”) is made by and  
2 between Plaintiff Julius L. Moore (“Plaintiff”) and Defendant Kikkoman Foods, Inc.  
3 (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “the Parties,” or  
4 individually as “Party.”

5 **A. DEFINITIONS.**

6 1. “Action” means the Plaintiff’s lawsuit captioned *Julius L. Moore v. Kikkoman Foods,*  
7 *Inc.*, initiated on March 15, 2024, in the Superior Court for the County of Sacramento, Case No.  
8 24CV005085, amended via a First Amended Complaint to add a cause of action under the Private  
9 Attorneys General Act of 2004, Labor Code § 2698, *et seq.* (“PAGA”) on May 20, 2024, and  
10 amended via a Second Amended Complaint on July 16, 2024.

11 2. “Administrator” means Apex Class Action LLC (“Apex”), and Apex is the neutral  
12 entity the Parties have agreed to appoint to administer the Settlement.

13 3. “Administration Costs” means the amount the Administrator will be paid from the  
14 Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the  
15 Administrator’s bid the parties have received from Apex.

16 4. “Aggrieved Employee” means non-exempt employees who worked for Defendant in  
17 the State of California from March 15, 2023, to October 15, 2025 (the “PAGA Period”).

18 5. “Class” means all persons employed by Defendant in California as non-exempt  
19 employees at any point from September 18, 2019, to October 15, 2025 (the “Settlement Period”). It  
20 shall be an opt-out Class.

21 6. “Class Counsel” Emil Davtyan, Esq., Gregg Lander, Esq., Vanessa M. Ruggles, Esq.,  
22 Arsiné Grigoryan, Esq., Enoch J. Kim, Esq., and Marta Manus, Esq. and the other attorneys of  
23 D.Law, Inc.

24 7. “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class  
25 Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will request  
26 approval from the Court of up to one-third of the Gross Settlement Amount, i.e. up to \$64,333.33.

27 8. “Class Counsel Litigation Expenses Payment” means the amount allocated from the  
28 Gross Settlement Amount to Class Counsel for reimbursement of reasonable and actual expenses

1 and costs incurred in the Action. If Class Counsel Litigation Expenses Payment is less than the  
2 amount requested, the difference will remain in the Net Settlement Amount to be distributed to the  
3 Class Members.

4 9. “Class Data” means Class Member identifying information in Defendant’s possession  
5 including the Class Member’s name, last-known mailing address, telephone number, Social Security  
6 number, email address (if known), hire dates, and termination dates.

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

10 11. “Class Member Address Search” means the Administrator’s investigation and search  
11 for current Class Member mailing addresses using all reasonably available sources, methods, and  
12 means including, but not limited to, the “National Change of Address Database”, skip traces, and  
13 direct contact by the Administrator with Class Members.

14 12. “Class Notice” means the Court Approved Notice of Class Action and PAGA  
15 Settlement, with a Spanish translation if the parties deem necessary, to be mailed to Class Members,  
16 attached as Exhibit A and incorporated by reference into this Agreement.

17 13. “Class Representative” means the named Plaintiff Julius L. Moore, in the Action  
18 seeking Court approval to serve as a Class Representative.

19 14. “Class Representative Service Award” means the payment to the Class Representative  
20 for initiating the Action and providing services in support of the Action, and Defendant agreed not  
21 to object to a requested Class Representative Service Award of up to \$10,000.00, subject to Court  
22 approval.

23 15. “Court” means the Superior Court of California, County of Sacramento.

24 16. “Defendant” means named Defendant Kikkoman Foods, Inc.

25 17. “Defense Counsel” means Christopher Ward, Esq. and Sara Alexis Levine Abarbanel,  
26 Esq., of Foley & Lardner LLP.

27 18. “Effective Date” means the date by when both of the following have occurred: (a) the  
28 Court enters Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment

1 is final. The Judgment is final as of the latest date of the following occurrence: (a) if no Participating  
2 Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more  
3 Participating Class Members object to the Settlement, the day after the deadline for filing a notice  
4 of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the  
5 appellate court affirms the Judgment and issues a remittitur.

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

7 20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval  
8 of the Settlement.

9 21. "Final Judgment" means the Judgment entered by the Court upon Granting Final  
10 Approval of the Settlement.

11 22. "Gross Settlement Amount" means \$193,000.00 (One Hundred Ninety-Three  
12 Thousand Dollars and Zero Cents), which is the total amount Defendant agrees to pay under the  
13 Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual  
14 PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class  
15 Representative Service Payment and the Administration Costs.

16 23. "Individual Class Payment" means the Participating Class Member's pro rata share of  
17 the Net Settlement Amount calculated according to the number of Workweeks worked during the  
18 Settlement Period.

19 24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25%  
20 of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the  
21 PAGA Period.

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

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

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

27 28. "Net Settlement Amount" means the Gross Settlement Amount, less the following  
28 payments in the amounts approved by the Court: PAGA Penalties, Class Representative Service

1 Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the  
2 Administration Costs. The remainder is to be paid to Participating Class Members as Individual  
3 Class Payments.

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

6 30. “Operative Complaint” means the operative Second Amended Complaint filed on July  
7 16, 2024.

8 31. “PAGA Pay Period” means any pay period during which an Aggrieved Employee  
9 worked for Defendant for at least a portion of one day during the PAGA Period.

10 32. “PAGA Period” means the period from March 15, 2023, to October 15, 2025.

11 33. “PAGA” means the California Private Attorneys General Act (Labor Code §§ 2698. *et*  
12 *seq.*).

13 34. “PAGA Notice” means Plaintiff’s March 15, 2024, letter to LWDA (LWDA Case No.  
14 LWDA-CM-1016783-24) and the Defendant, providing notice pursuant to Labor Code section  
15 2699.3, subd.(a).

16 35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the  
17 Gross Settlement Amount (\$10,000.00), allocated 25% to the Aggrieved Employees (\$2,500.00) and  
18 75% to LWDA (\$7,500.00) in settlement of PAGA claims.

19 36. “Participating Class Member” means a Class Member who does not submit a valid and  
20 timely Request for Exclusion from the Class portion of the Settlement.

21 37. “Plaintiff” means Julius L. Moore, the named plaintiff in the Action.

22 38. “Preliminary Approval” means the Court’s order granting preliminary approval of the  
23 Settlement.

24 39. “Release Effective Date” means the date Plaintiff, Class Members, and Aggrieved  
25 Employees effectively release all claims against the Released Parties. For the Participating Class  
26 Members and Aggrieved Employees, the Release Effective Date occurs upon the Effective Date, and  
27 the date Defendant fully funds the Gross Settlement Amount.

28 40. “Released Class Claims” means the class claims being released on the Release

1 Effective Date and as described below.

2 41. “Released PAGA Claims” means the PAGA claims being released on the Release  
3 Effective Date as described below.

4 42. “Released Parties” means: Defendant and all of Defendant’s former and present  
5 officers, directors, subsidiaries, affiliates, shareholders, members, agents, principals, predecessors  
6 and successors in interest, owners and parents, attorneys, and assigns.

7 43. “Request for Exclusion” means a Class Member’s submission of a written request to  
8 be excluded from the Class portion of the Settlement.

9 44. “Response Deadline” means sixty (60) days after the Administrator mails Class Notice  
10 to Class Members and shall be the last date on which Class Members may: (a) fax, email, or mail  
11 Requests for Exclusion from the Class portion of the Settlement, or (b) fax, email, or mail his or her  
12 objection to the Settlement. Class Members to whom Class Notice is resent after having been  
13 returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days  
14 beyond when the Response Deadline has expired to provide an appropriate response.

15 45. “Settlement” means the disposition of the Action effected by this Agreement and the  
16 Judgment.

17 46. “Settlement Period” means the period from September 18, 2019, to October 15, 2025.

18 47. “Workweek” means any week during which a Class Member worked for Defendant  
19 for at least three calendar days, during the Settlement Period, as recorded by Defendant’s time and  
20 payroll system.

21 **B. RECITALS.**

22 47. On March 15, 2024, Plaintiff commenced this Action by filing a Complaint alleging  
23 causes of action against Defendant for: (1) Failure to pay all wages; (2) Failure to pay all wages at the  
24 legal overtime pay rate; (3) Failure to provide all meal periods; (4) Failure to provide authorize and  
25 permit all paid rest periods; (5) Failure to pay premium wages at the legal pay rate; (6) Failure to timely  
26 furnish accurate itemized wage statements; (7) Violations of Labor Code §§ 201-202; and (8) Unfair  
27 Business Practices. On the same date, Plaintiff sent a letter to the Defendant and the Labor and  
28 Workforce Development Agency (LWDA) to exhaust his remedies under PAGA, Labor Code

1 §2698, et seq. On May 20, 2024, Plaintiff filed a First Amended Complaint adding a claim for civil  
2 penalties under PAGA. On July 16, 2024, Plaintiff filed a Second Amended Complaint (“Operative  
3 Complaint”).

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

7 49. On July 17, 2025, the Parties participated in a mediation presided over by respected  
8 wage and hour mediator Judge Emily Vasquez (Ret.) and accepted the mediator’s proposal on or  
9 about July 22, 2025.

10 50. Prior to mediation, Plaintiff obtained and analyzed the production of payroll data for  
11 Class Members and the necessary policy documents through informal discovery to properly evaluate  
12 the strengths and weaknesses of the claims and engage in meaningful settlement discussions.  
13 Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v.*  
14 *Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*,  
15 168 Cal.App.4th 116, 129-130 (2008) (“*Dunk/Kullar*”).

16 51. The Court has not granted class certification, and the Parties are stipulating to  
17 conditional class certification for Settlement purposes only.

18 52. Defendant has agreed to conduct, and has conducted, a special review of its wage-and-  
19 hour policies and practices including, but not limited to, off-the-clock work, providing meal and rest  
20 periods to all employees and premium wages where applicable, reimbursing employees for required  
21 work-related business expenses, compensating employees all final wages due and owing in a timely  
22 manner.

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

26 **C. MONETARY TERMS.**

27 54. Gross Settlement Amount. Except as otherwise provided by Paragraph F below,  
28 Defendant will pay \$193,000.00 (One Hundred Ninety-Three Thousand Dollars and Zero Cents) to

1 fully settle, resolve, and extinguish all claims asserted in the Action, including without limitation all  
2 claims asserted in the PAGA Notice. The Gross Settlement Amount is non-reversionary and does  
3 not include employer payroll taxes owed on the Wage Portion of the Individual Class Payments,  
4 which Defendant will pay separately.

5       55. Schedule for Payment of the Gross Settlement Amount: Defendant shall fully fund the  
6 Gross Settlement Amount and fund the amounts necessary to fully pay Defendant's share of payroll  
7 taxes by transmitting the funds to a Qualified Settlement Fund established by the Administrator no  
8 later than fourteen (14) days after the Effective Date.

9       56. Cure Period, Interest Clause: If Defendant fails to make any payment of the Gross  
10 Settlement Amount by the deadline set forth in Paragraph 55 and pursuant to the Administrator's  
11 payment timeline, and such failure continues for more than thirty (30) days after written notice from  
12 the Administrator of such failure, then the unpaid portion of the Gross Settlement Amount due will  
13 incur interest at the statutory rate for a judgment for wage under California law. Any such interest  
14 accrued will be distributed pro rata to the Participating Class Members or otherwise as the Court  
15 directs. Defendant shall have no power over transferred funds, or to alter the schedule set forth in  
16 Paragraph 55 of this Agreement, absent court order. Any dispute between the Parties as to the  
17 meaning and/or application of Paragraph 55 will be submitted to the Court. No interest will accrue  
18 during the time that any Paragraph 55 issue is submitted to and is before the Court.

19       57. Payments from the Gross Settlement Amount. Subject to the terms and conditions of  
20 this Agreement, the Administrator will make and deduct the following payments from the Gross  
21 Settlement Amount in the amounts specified by the Court in the Final Approval:

22       57.1 To Plaintiff: A payment for the Class Representative Service Award to the Class  
23 Representative of not more than \$10,000.00 (Ten Thousand Dollars) in addition to any Individual  
24 Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as  
25 a Participating Class Member. Defendant will not oppose Plaintiff's request for a Class  
26 Representative Service Award that does not exceed this amount. As part of the motion for the Class  
27 Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court  
28 approval for any Class Representative Service Award. If the Court approves a Class Representative

1 Service Award less than the amount requested, the Administrator will retain the remainder in the  
2 Net Settlement Amount to be distributed to Participating Class Members. The Administrator will  
3 pay the Class Representative Service Award using IRS Form 1099. Plaintiff assumes full  
4 responsibility and liability for employee taxes owed on the Class Representative Service Award.

5       57.2     To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the  
6 Gross Settlement Amount, that is up to \$64,333.33, and a Class Counsel Litigation Expenses  
7 Payment for actual costs incurred in litigation this action. Defendant will not oppose requests for  
8 these payments. Plaintiff and/or Class Counsel will file a motion requesting Class Counsel Fees  
9 Payment and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the  
10 Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class Counsel  
11 Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested,  
12 the Administrator will allocate the remainder to the Net Settlement Amount for distribution to  
13 Participating Class Members. The Administrator will pay the Class Counsel Fees Payment and Class  
14 Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes  
15 full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class  
16 Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant,  
17 from any dispute or controversy regarding any division or sharing of any of these payments.

18       57.3     To the Administrator: An Administration Costs payment not to exceed \$4,390.00  
19 except for a showing of good cause and as approved by the Court. To the extent the Administration  
20 Costs are less, or the Court approves payment of less than \$4,390.00, the Administrator will retain  
21 the remainder in the Net Settlement Amount to be distributed to Participating Class Members.

22       57.4     To Each Participating Class Member: An Individual Class Payment is calculated  
23 by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all  
24 Participating Class Members during the Settlement Period, and (b) multiplying the result by each  
25 individual Participating Class Member's Workweeks.

26       57.4(a)   Tax Allocation of Individual Class Payments. 20% of each Participating Class  
27 Member's Individual Class Payment will be allocated to wage claims (the "Wage Portion"). The  
28 Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each

1 Participating Class Member’s Individual Class Payment will be allocated to interest and penalties  
2 (the “Non-Wage Portion”). The Non-Wage Portion is not subject to wage withholdings and will be  
3 reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability  
4 for any employee taxes owed on their Individual Class Payment.

5 57.4(b) Effect of Non-Participating Class Members on Calculation of Individual Class  
6 Payments. Non-Participating Class Members will not receive any Individual Class Payments. The  
7 Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement  
8 Amount for distribution to Participating Class Members on a pro-rata basis.

9 57.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of  
10 \$10,000.00 will be paid from the Gross Settlement Amount, with 75% (\$7,500.00) allocated to the  
11 LWDA PAGA Payment and 25% (\$2,500.00) allocated to the Individual PAGA Payments.  
12 Aggrieved Employees cannot request exclusion.

13 57.5(a) The Administrator will calculate each Individual PAGA Payment by (a) dividing  
14 the amount of the Aggrieved Employees’ 25% share of PAGA Penalties of \$2,500.00 by the total  
15 number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and  
16 (b) multiplying the result by each individual Aggrieved Employee’s PAGA Pay Periods. Aggrieved  
17 Employees assume full responsibility and liability for any taxes owed on their Individual PAGA  
18 Payment.

19 57.5(b) If the Court approves PAGA Penalties of less than the amount requested, the  
20 Administrator will allocate the remainder to the Net Settlement Amount to be distributed to  
21 Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS  
22 1099 Forms.

23 **D. SETTLEMENT FUNDING AND PAYMENTS.**

24 58. Class Workweeks and Aggrieved Employee PAGA Pay Periods. Based on data  
25 gathered through mediation, Defendant certifies that the number of Workweeks for 56Class  
26 Members from September 18, 2018, to July 17, 2025, is 7,169 (the “Certified Workweek Amount”).

27 59. Class Data. Not later than fourteen (14) days after the Court grants Preliminary  
28 Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form

1 of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must  
2 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and  
3 for no other purpose, and restrict access to the Class Data to Administrator employees who need  
4 access to the Class Data to effect and perform under this Agreement. Defendant has a continuing  
5 duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member  
6 identifying information and to provide corrected or updated Class Data as soon as reasonably  
7 feasible. Without any extension of the deadline by which Defendant must send the Class Data to the  
8 Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to  
9 reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

10       60. Payments from the Gross Settlement Amount. The monies to be distributed pursuant  
11 to paragraph 57, including to the Individual Class Payments to Participating Class Members (i.e. the  
12 Net Settlement Amount), and the Individual PAGA Payments to Aggrieved Employees shall be paid  
13 to them by the Administrator within fourteen (14) days following the receipt of the Gross Settlement  
14 Amount by the Administrator from Defendant.

15       61. The Administrator will issue checks for the Individual Class Payments and/or  
16 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The face  
17 of each check shall prominently state the date (180 days after the date of mailing) when the check  
18 will be voided ("Void Date"). The Administrator will cancel all checks not cashed by the Void Date.  
19 The Administrator will send checks for Individual Settlement Payments to all Participating Class  
20 Members (including those for whom the Class Notice was returned undelivered). The Administrator  
21 will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-  
22 Participating Class Members who qualify as Aggrieved Employees (including those for whom Class  
23 Notice was returned undelivered). Before mailing any checks, the Administrator must update the  
24 recipients' mailing addresses using the National Change of Address Database.

25       62. The Administrator must conduct a Class Member Address Search for all Class  
26 Members whose checks are returned undelivered without a USPS forwarding address. Within seven  
27 (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS  
28 forwarding address provided or to an address ascertained through the Class Member Address Search.

1 The Administrator need not take further steps to deliver checks to Class Members whose re-mailed  
2 checks are returned as undelivered. The Administrator shall promptly send a replacement check to  
3 any Class Member whose original check was lost or misplaced, requested by the Class Member prior  
4 to the void date.

5 63. For any Class Member whose Individual Class Payment check or Individual PAGA  
6 Payment check is uncashed and canceled after the Void Date, the Administrator shall transmit the  
7 funds represented by such checks to the California Controller's Unclaimed Property Fund in the  
8 name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of  
9 California Code of Civil Procedure Section 384, subd. (b).

10 64. The payment of Individual Class Payments and Individual PAGA Payments shall not  
11 obligate Defendant to confer any additional benefits or make any additional payments to Class  
12 Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

13 **E. RELEASES OF CLAIMS.** On the Release Effective Date, Plaintiff, Class Members,  
14 and Aggrieved Employees will release claims against all Released Parties as follows:

15 65. Plaintiff's Release. Plaintiff and his respective former and present spouses,  
16 representatives, agents, heirs, administrators, successors, and assigns generally, releases and  
17 discharges Released Parties from all claims, transactions, or occurrences, known or unknown, arising  
18 at any time up to the date of Plaintiff's execution of this Agreement. Plaintiff expressly waives and  
19 relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,  
20 which reads:

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

25 66. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement,  
26 or to any claims for vested benefits, unemployment benefits, disability benefits, social security  
27 benefits, workers' compensation benefits that arose at any time, or based on occurrences after the  
28 date of Plaintiff's execution of this Agreement. Plaintiff acknowledges that Plaintiff may discover

1 facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to  
2 be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,  
3 notwithstanding such different or additional facts or Plaintiff's discovery of them.

4       67. Release by Participating Class Members: All Participating Class Members release the  
5 Released Parties from all claims that were alleged, or reasonably could have been alleged, based on  
6 the facts stated in the Operative Complaint, which occurred during the Settlement Period.  
7 Participating Class Members do not release any other claims, including claims for vested benefits,  
8 wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance,  
9 disability, social security, workers' compensation, or claims based on facts occurring outside the  
10 Settlement Period (the "Released Class Claims"). The Released Class Claims do not include civil  
11 penalties pursuant to PAGA.

12       68. Release by Aggrieved Employees: All Aggrieved Employees, including Non-  
13 Participating Class Members who are Aggrieved Employees, are deemed to release the Released  
14 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged,  
15 based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during  
16 the PAGA Period ("Released PAGA Claims"). The Released PAGA Claims apply to claims arising  
17 during the PAGA Period.

18       69. Release Effective Date: As of the Release Effective Date, as defined above, all  
19 Participating Class Members shall release the Released Parties from the Released Class Claims and  
20 all Aggrieved Employees shall release the Released Parties from the Released PAGA Claims.

21       **F. MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare and file a  
22 motion for preliminary approval ("Motion for Preliminary Approval").

23       70. Defendant's Statement of Non-Opposition in Support of Preliminary Approval.  
24 Defendant may, but is not required to by this Agreement, file a statement of non-opposition in  
25 support of preliminary approval to be filed with or after the Motion for Preliminary Approval  
26 documents.

27       71. Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining  
28 Preliminary Approval, including: (i) a draft of the notice, memorandum in support, Motion for

1 Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request  
2 for approval of the PAGA portion of the Settlement under Labor Code Section 2699, subd. (f)(2));  
3 (ii) a draft proposed Preliminary Approval order; (iii) a draft proposed Class Notice, (iv) a signed  
4 declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement  
5 and attesting to its willingness to serve; competency; operative procedures for protecting the security  
6 of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other  
7 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;  
8 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense  
9 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and  
10 disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or  
11 the Administrator; (vi) a signed declaration from Class Counsel firm attesting to its competency to  
12 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA  
13 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint  
14 (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2));  
15 and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or  
16 the Administrator. In their declarations, Plaintiff and Class Counsel shall aver that they are not aware  
17 of any other pending matter or action asserting claims that will be extinguished or adversely affected  
18 by the Settlement.

19       72. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly  
20 responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will  
21 obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for  
22 Preliminary Approval no later than 16 (sixteen) court days before the hearing, unless otherwise  
23 ordered by the Court, and deliver the Court’s Preliminary Approval to the Administrator.

24       73. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for  
25 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense  
26 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by  
27 telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary  
28 Approval or conditions Preliminary Approval on any material change to this Agreement, Class

1 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting  
2 in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the  
3 Court's concerns.

4 **G. SETTLEMENT ADMINISTRATION.**

5 74. Selection of Administrator. The Parties have jointly selected Apex to serve as the  
6 Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound  
7 by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange  
8 for payment of Administration Costs. The Parties and their Counsel represent that they have no  
9 interest or relationship, financial or otherwise, with the Administrator other than a professional  
10 relationship arising out of prior experiences administering settlements.

11 75. Employer Identification Number. The Administrator shall have and use its own  
12 employer identification number for purposes of calculating payroll tax withholdings and providing  
13 reports to state and federal tax authorities.

14 76. Qualified Settlement Fund. The Administrator shall establish a settlement fund that  
15 meets the requirements of a "Qualified Settlement Fund" ("QSF") under US Treasury Regulation  
16 section 468B-1 for the funding of the Gross Settlement Amount. Any interest that accrues on the  
17 Gross Settlement Amount sums paid into the QSF prior to distribution by the Administrator will  
18 become part of the Net Settlement Amount for distribution to Participating Class Members. The QSF  
19 will be fully funded in one payment as addressed above.

20 77. Notice to Class Members.

21 77.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator  
22 shall notify Class Counsel that the list has been received and state the number of Class Members,  
23 Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

24 77.2 Using best efforts to perform as soon as possible, and in no event later than fourteen  
25 (14) days after receiving the Class Data, the Administrator will send to all Class Members identified  
26 in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with  
27 Spanish translation as the parties have agreed substantially in the form attached to this Agreement  
28 as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of

1 any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and  
2 the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing  
3 Class Notice, the Administrator shall update Class Member addresses using the National Change of  
4 Address Database.

5 77.3 Not later than five (5) calendar days after the Administrator's receipt of any Class  
6 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using  
7 any forwarding address provided by the USPS. If the USPS does not provide a forwarding address,  
8 the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to  
9 the most current address obtained. The Administrator has no obligation to make further attempts to  
10 locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second  
11 time.

12 77.4 The deadlines for Class Members' written objections, challenges to Workweeks and/or  
13 PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days  
14 beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose  
15 notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with  
16 the re-mailed Class Notice.

17 77.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise  
18 discovers any persons who believe they should have been included in the Class Data and should  
19 have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone,  
20 and in good faith in an effort to agree on whether to include them as Class Members. If the Parties  
21 agree, such persons will be Class Members entitled to the same rights as other Class Members, and  
22 the Administrator will send, via email or overnight delivery, a Class Notice requiring them to  
23 exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice,  
24 or the deadline dates in the Class Notice, whichever are later.

25 78. Requests for Exclusion (Opt-Outs).

26 78.1 Class Members who wish to exclude themselves (opt-out of) the Class portion of the  
27 Settlement must send the Administrator, by fax, email, or mail, a completed and signed Request for  
28 Exclusion form not later than sixty (60) days after the Administrator mails the Class Notice (plus

1 an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). To be valid,  
2 a Request for Exclusion form must be timely faxed, emailed, or postmarked by the Response  
3 Deadline.

4 78.2 The Administrator may not reject a Request for Exclusion form as invalid because it  
5 fails to contain all the information specified in the Class Notice. The Administrator shall accept any  
6 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person  
7 as a Class Member and the Class Member's desire to be excluded. If the Administrator has reason  
8 to question the authenticity of a Request for Exclusion form, the Administrator may demand  
9 additional proof of the Class Member's identity. The Administrator shall make the final decision  
10 regarding the validity of a Request for Exclusion form.

11 78.3 Every Class Member who does not submit a timely and valid Request for Exclusion is  
12 deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound  
13 by all terms and conditions of the Settlement, including the Participating Class Members' releases  
14 under Paragraphs 67 and 68 of this Agreement, regardless of whether the Participating Class  
15 Member actually receives the Class Notice or objects to the Settlement.

16 78.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-  
17 Participating Class Member and shall not receive an Individual Class Payment or have the right to  
18 object to the class action components of the Settlement. Because future PAGA claims are subject to  
19 claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved  
20 Employees are deemed to release the Released PAGA Claims identified in Paragraph 67 of this  
21 Agreement and are eligible for an Individual PAGA Payment.

22 79. Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60)  
23 days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class  
24 Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA Pay  
25 Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the  
26 allocation by communicating with the Administrator via fax, email or mail. The Administrator must  
27 encourage the challenging Class Member to submit supporting documentation. In the absence of any  
28 contrary documentation, the Administrator is entitled to presume that the Workweeks and PAGA

1 Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class  
2 Data. The Administrator shall promptly provide copies of all challenges to the calculation of  
3 Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the  
4 Administrator's determination of the challenges. The Administrator shall make the final decision  
5 regarding challenges to the calculation of Workweeks and PAGA Pay Periods.

6 80. Objections to Settlement.

7 80.1 Only Participating Class Members may object to the class action components of the  
8 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or  
9 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment  
10 and/or Class Representative Enhancement Award.

11 80.2 Participating Class Members may send written objections to the Administrator, by fax,  
12 email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an  
13 attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A  
14 Participating Class Member who elects to send a written objection to the Administrator must do so  
15 not later than sixty (60) days after the Administrator's mailing of the Class Notice (plus an additional  
16 fourteen (14) days for Class Members whose Class Notice was re-mailed).

17 80.3 Non-Participating Class Members have no right to object to any of the class action  
18 components of the Settlement.

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

21 81.1 Website, Email Address and Toll-Free Number. The Administrator will establish,  
22 maintain and use an internet website to post information of interest to Class Members including the  
23 date, time, and location for the Final Approval Hearing and copies of the Agreement, Motion for  
24 Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, motion for  
25 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative  
26 Enhancement Award, the Final Approval, and the Judgment. The Administrator will also maintain  
27 and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes  
28 and emails.

1           81.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will  
2 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than  
3 five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the  
4 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and  
5 other identifying information of Class Members who have timely submitted valid Requests for  
6 Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members  
7 who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion forms  
8 submitted (whether valid or invalid).

9           81.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports  
10 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices  
11 mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or  
12 invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received  
13 and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments  
14 (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity  
15 of Requests for Exclusion and attach copies of all Requests for Exclusion forms and objections  
16 received.

17           81.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority  
18 to address and make the final decision consistent with the terms of this Agreement on all Class  
19 Member challenges over the calculation of Workweeks and/or PAGA Pay Periods.

20           81.5 Administrator’s Declaration. Not later than fourteen (14) days before the date by which  
21 Plaintiff is required to file the Motion for Final Approval, the Administrator will provide to Class  
22 Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due  
23 diligence and compliance with all of its obligations under this Agreement, including, but not limited  
24 to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class  
25 Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received  
26 (both valid or invalid), the number of written objections and attach the Exclusion List. The  
27 Administrator will supplement its declaration as needed or requested by the Parties and/or the Court.  
28 Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

1           81.6 Final Report by Settlement Administrator. Within ten (10) days after the Administrator  
2 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel  
3 and Defense Counsel with a final report detailing its disbursements by employee identification  
4 number only of all payments made under this Agreement. At least fifteen (15) days before any  
5 deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense  
6 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments  
7 required under this Agreement. Class Counsel is responsible for filing the Administrator's  
8 declaration in Court.

9           **H. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on data gathered  
10 through the mediation, it is estimated that there are 56 Class Members who collectively worked a  
11 total of **7,169** Workweeks from September 18, 2019, to July 17, 2025 (the “Certified Workweek  
12 Amount”). If it is determined that the actual number of Workweeks for all Class Members during  
13 the Settlement Period exceeds the Certified Workweek Amount by more than seven percent (7%),  
14 the GSA shall be increased by the percentage difference between the Certified Workweek Amount  
15 and the actual number of Workweeks that accrued for all Class Members during the Settlement  
16 Period. If this provision is triggered so as to increase the Gross Settlement Amount, the Parties agree  
17 that the portion of the Gross Settlement Amount allocated to attorneys’ fees will increase  
18 proportionally such that the total amount of attorneys’ fees remains one third of the Gross Settlement  
19 Amount after the upward adjustment required by this provision is implemented.

20           **I. DEFENDANT’S RIGHT TO WITHDRAW.** If Class Members representing more  
21 than an aggregate total of 15% of the total Workweeks during the Settlement Period opt out of the  
22 Settlement, Defendant may, but is not obligated, to elect to withdraw from the Settlement. The  
23 Parties agree that, if Defendant withdraws, the Settlement shall be *void ab initio*, have no force or  
24 effect whatsoever, and that neither Party will have any further obligation to perform under this  
25 Agreement; provided, however, Defendant will remain responsible for paying all Administration  
26 Costs incurred to that point. Defendant must notify Class Counsel and the Court of its election to  
27 withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to  
28 Defense Counsel; late elections will have no effect.

1           **J.    MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before  
2 the calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file  
3 in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the  
4 PAGA portion of the settlement under Labor Code section 2699, subd. (l); a proposed Final  
5 Approval; and a proposed Judgment (collectively “Motion for Final Approval”).

6           82.   Response to Objections. Each Party retains the right to respond to any objection raised  
7 by a Participating Class Member, including the right to file responsive documents in Court no later  
8 than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by  
9 the Court.

10          83.   Duty to Cooperate. If the Court does not grant Final Approval or conditions Final  
11 Approval on any material change to the Settlement (including, but not limited to, the scope of release  
12 to be granted by Class Members), the Parties will expeditiously work together in good faith to  
13 address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The  
14 Court’s decision to award less than the amounts requested for the Class Representative Service  
15 Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or  
16 Administration Costs shall not constitute a material modification to the Agreement within the  
17 meaning of this paragraph.

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

22          85.   Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and  
23 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class  
24 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective  
25 counsel, and all Participating Class Members who did not object to the Settlement as provided in  
26 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment  
27 and appellate proceedings, the right to file motions to vacate judgment, motions for new trial,  
28 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to

1 oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations  
2 to perform under this Agreement will be suspended until such time as the appeal is finally resolved  
3 and the Judgment becomes final.

4 86. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the  
5 reviewing court vacates, reverses, or modifies the Judgment in a manner that requires a material  
6 modification of this Agreement (including, but not limited to, the scope of release to be granted by  
7 Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously  
8 work together in good faith to address the appellate court's concerns and to obtain Final Approval  
9 and Judgment, sharing, on a 50-50 basis, any additional Administration Costs reasonably incurred  
10 after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class  
11 Representative Enhancement Award, Class Counsel Fees Payment and/or Class Counsel Litigation  
12 Expenses Payment shall not constitute a material modification of the Judgment within the meaning  
13 of this paragraph, as long as the Gross Settlement Amount remains unchanged.

14 **K. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil  
15 Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended  
16 judgment.

17 **L. ADDITIONAL PROVISIONS.**

18 87. No Admission of Liability, Class Certification or Representative Manageability for  
19 Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims.  
20 Nothing in this Agreement is intended or should be construed as an admission by Defendant that any  
21 of the allegations in the Operative Complaint has merit or that Defendant has any liability for any  
22 claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's  
23 defenses in the Action have merit. The Parties agree that class certification and representative  
24 treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant  
25 Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest  
26 certification of any class for any reason, Defendant reserves all available defenses to the claims in  
27 the Action, and Plaintiff reserves the right to move for class certification on any grounds available  
28 and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to

1 settle the Action will have no bearing on, and will not be admissible in connection with, any litigation  
2 (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

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

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

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1           91. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and  
2 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate  
3 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its  
4 terms, and to execute any other documents reasonably required to effectuate the terms of this  
5 Agreement including any amendments to this Agreement.

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

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

17           94. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are  
18 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied  
19 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part  
20 10, as amended) or otherwise.

21           95. Modification of Agreement. This Agreement, and all parts of it, may be amended,  
22 modified, changed, or waived only by an express written instrument signed by all Parties or their  
23 representatives, and approved by the Court.

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

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

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

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

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

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

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

To Plaintiff	To Defendant
<p>17 <b>D.LAW, INC.</b>                      18 David Yeremian  <a href="mailto:d.yeremian@d.law">d.yeremian@d.law</a>                      19 Arsiné Grigoryan  <a href="mailto:a.grigoryan@d.law">a.grigoryan@d.law</a>                      20 Enoch J. Kim  <a href="mailto:e.kim@d.law">e.kim@d.law</a>                      21 Marta Manus  <a href="mailto:m.manus@d.law">m.manus@d.law</a>                      22 450 N. Brand Blvd., Suite 840                      Glendale, CA 91203                      Telephone: (818) 962-6465                      Facsimile: (818) 962-6469</p>	<p>23 <b>FOLEY &amp; LARDNER LLP</b>                      Christopher Ward  <a href="mailto:cward@foley.com">cward@foley.com</a>                      555 South Flower Street, Suite 3300                      Los Angeles, CA 90071                      Telephone: (213) 972-4500                      Facsimile: (213) 486-0065</p> <p>24 <b>FOLEY &amp; LARDNER LLP</b>                      Sara Alexis Levine Abarbanel  <a href="mailto:sabarbanel@foley.com">sabarbanel@foley.com</a>                      11988 El Camino Real, Suite 400                      San Diego, CA 92130                      Telephone: (858) 847-6700                      Facsimile: (858) 792-6773</p>

26 103. Execution in Counterparts. This Agreement may be executed in one or more  
 27 counterparts by facsimile, electronically (i.e. DocuSign), or by email which for purposes of this  
 28 Agreement shall be accepted as an original. All executed counterparts and each of them will be

1 deemed to be one and the same instrument if counsel for the Parties will exchange between  
2 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove  
3 the existence and contents of this Agreement.

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

8 105. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.  
9 Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by  
10 Defendant in connection with the mediation, other settlement negotiations, or in connection with the  
11 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be  
12 used in any way that violates any existing contractual agreement, statute, or rule of court. Not later  
13 than 90 days after the date when the Court discharges the Administrator's obligation to provide a  
14 declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and  
15 electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of  
16 the Administrator's obligation, Defendant makes a written request to Class Counsel for the return,  
17 rather than the destructions, of Class Data.

18 106. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,  
19 the Parties request that the Court first attempt to construe the provisions valid to the fullest extent  
20 possible consistent with applicable precedents, so as to define all provisions of this Agreement valid  
21 and enforceable.

22 107. Severability. In the event that one or more of the provisions contained in this  
23 Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such  
24 invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense  
25 Counsel and Class Counsel, on behalf of the Parties, the Class Members, and the Aggrieved  
26 Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision  
27 had never been included in this Agreement.

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**IT IS SO AGREED.**

By the Parties:

DATED: 10/20/2025

Signed by:  


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Plaintiff Julius L. Moore

DATED: \_\_\_\_\_

\_\_\_\_\_  
Defendant Kikkoman Foods, Inc.

By: Dan Miller

Position: Vice President of Administration

Approved by counsel:

DATED: 10/20/2025

**D.LAW, INC.**

By:  \_\_\_\_\_

David Yeremian  
Arsiné Grigoryan  
Enoch J. Kim  
Marta Manus  
Counsel for Plaintiff Julius L. Moore

DATED: \_\_\_\_\_

**FOLEY & LARDNER LLP**

By: \_\_\_\_\_

Christopher Ward  
Sara Alexis Levine Abarbanel  
Counsel for Defendant, Kikkoman Foods, Inc.

1 **IT IS SO AGREED.**

2  
3 By the Parties:

4 DATED: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Julius L. Moore

5  
6 DATED: 10/15/2025

DocuSigned by:  
*Dan Miller*  
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\_\_\_\_\_  
Defendant Kikkoman Foods, Inc.

By: Dan Miller

Position: Vice President of Administration

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10 Approved by counsel:

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12 DATED: \_\_\_\_\_

**D.LAW, INC.**

13  
14 By: \_\_\_\_\_  
David Yeremian  
Arsiné Grigoryan  
Enoch J. Kim  
Marta Manus  
Counsel for Plaintiff Julius L. Moore

15  
16  
17  
18 DATED: 10/16/2025

**FOLEY & LARDNER LLP**

19  
20 By: \_\_\_\_\_  
DocuSigned by:  
*Sara Abarbanel*  
04FAE7D062B743D...  
Christopher Ward  
Sara Alexis Levine Abarbanel  
Counsel for Defendant, Kikkoman Foods, Inc.

# EXHIBIT A

# COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

## Moore v. Kikkoman Foods, Inc.

(Sacramento County Superior Court, Case No. 24CV005085)

***The Sacramento County Superior Court authorized this notice. Read it carefully!  
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**You may be eligible to receive money** from the settlement of a class action lawsuit (“Settlement”) entitled *Julius Moore et al. v. Kikkoman Foods, Inc.* filed by named plaintiff Julius L. Moore (“Plaintiff”) for alleged violations of the California Labor Code (the “Action”) against Kikkoman Foods, Inc. (“Defendant”). Plaintiff and Defendant are collectively referred to as the “Parties.”

The Action seeks payment of (1) unpaid wages, statutory damages and penalties, interest and attorneys’ fees on behalf of all Class Members, who are defined in the Settlement as persons employed by Defendant in California as non-exempt employees at any point from September 18, 2019 through October 15, 2025 (the “Settlement Period”); and (2) penalties under the California Private Attorneys General Act (“PAGA”) on behalf of all Aggrieved Employees, who are defined as all non-exempt employees who worked for Defendant in the State of California from March 15, 2023 to October 15, 2025 (the “PAGA Period”). PAGA is a California law that allows employees to bring claims for civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and all aggrieved employees for alleged violations of the Labor Code, and any payment for PAGA penalties shall be paid 75% to the LWDA and 25% to all Aggrieved Employees as civil penalties (rather than wages).

The proposed Settlement has two main parts: (1) a class action settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA settlement requiring Defendant to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the LWDA. Based on Defendant’s records, and the Parties’ current assumptions, your Individual Class and PAGA Payments are shown in the charts below, along with the applicable data points from which these estimates are derived.

[CLASS MEMBER NAME] [ID/CONTROL NUMBER]

<i>Calculations and Data Points for Estimated Individual Class Payment</i>	
<b>Weeks Worked during Settlement Period</b>	<b><i>Estimated Individual Class Payment</i></b>
<b>INSERT</b>	<b>INSERT</b>

<i>Calculations and Data Points for Estimated Individual PAGA Payment</i>	
<b>Pay Periods worked during PAGA Period</b>	<b><i>Estimated Individual PAGA Payment</i></b>
<b>INSERT</b>	<b>INSERT</b>

Please note that the actual amount you receive may be different from the above and will depend on several factors. (If no amount is stated for your Individual PAGA Payment then, according to Defendant’s records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work for Defendant in California during the PAGA Period.) If you believe that you worked a different number of weeks and/or pay periods during the periods than is shown in the chart above, you can submit a dispute by [DATE] (“**Response Deadline**”). See **Section 4, subsection 3** of this notice.

In granting preliminarily approval of the proposed Settlement and approving this notice, the Court has determined only that the proposed Settlement might be fair, adequate and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing. Your legal rights are affected whether you act or do not act. Read this notice carefully. You will be deemed to have read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant in California during the Settlement Period and/or the PAGA Period, you have a few options as shown in the Chart below:

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT</b>	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in <b>Section 3 below</b> . <i><b>Defendant will not retaliate against you for participating or not participating in this Settlement.</b></i>
<b>EXCLUDE YOURSELF</b>	If you do not wish to participate in the Class portion of the proposed Settlement, you may “opt-out” of the Settlement of the Class Claims. If you would like to opt-out, you must submit a written request (via fax, email, or mail) for exclusion by [DATE]. If you opt-out, you will no longer be a Participating Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will have the right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees. See <b>Section 6</b> of this notice.
<b>OBJECT</b>	If you decide to object to the Class portion of the proposed Settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement by [DATE] (see <b>Section 7</b> for more details on how to object). In the alternative, you may object verbally in person at the Final Approval Hearing.
<b>DISPUTE THE NUMBER OF WEEKS WORKED AND/OR NUMBER OF PAGA PAY PERIODS</b>	If you believe the number of workweeks and/or pay periods that you were credited with working in the chart above is incorrect, you may submit a dispute and any supporting evidence to Apex Class Action LLC (the “Administrator”), a third party responsible for sending this notice (see <b>Section 4</b> for more details on how to submit a dispute). Defendant’s records will be presumed correct, but you may provide evidence to the Administrator showing how many workweeks and/or pay periods you believe you should be credited, and the Administrator will consider your documentation and decide.

<b>YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT’S NOT REQUIRED</b>	
<b>DATE: [DATE]</b> <b>TIME: [TIME]</b>	The Court’s Final Approval Hearing is scheduled to take place on [DATE]. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. See <b>Section 8</b> of this notice.

**1. WHAT IS THE ACTION ABOUT?**

The Action accuses Defendant of violating California labor laws due to the alleged failure to pay all wages, failure to pay all overtime wages at the legal rate, failure to provide all meal periods and rest breaks, failure to fully reimburse all work expenses, failure to timely pay wages upon separation of employment, failure to provide accurate itemized wage statements, and unfair competition. Based on the same claims, Plaintiff also asserted a claim for civil penalties under PAGA.

Defendant denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

Both Parties are represented by attorneys in the Action. See Section 9 below for Class Counsel’s contact information.







documentation. Any written objections must be sent to the Administrator by the Response Deadline. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court at their own expense) to present verbal objections at the Final Approval Hearing.

## 8. WHEN IS THE FINAL APPROVAL HEARING?

On [REDACTED], \_\_\_\_\_, at \_\_\_\_ a.m./p.m., the Court will hold a hearing in Department 22 of the Superior Court for the State of California, County of Sacramento located at 720 9<sup>th</sup> Street, Sacramento, CA 95814, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel’s applications for attorneys’ fees and litigation costs, whether to approve the proposed payment to the LWDA, and whether to approve Plaintiff’s request for a Service Award. This hearing may be continued or rescheduled by the Court. Objectors to the proposed settlement will be provided notice if the Final Approval Hearing is continued to a later date. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing.

You may attend the Final Approval Hearing via Zoom or by phone. To join by Zoom, use the following link: <https://saccourt-ca-gov.zoomgov.com/my/sscdept22>. To join by phone: (833) 568-8864 / ID: 16184738886.

## 9. HOW CAN I GET MORE INFORMATION?

If you have questions about this notice or the Settlement itself, or if you did not receive this notice in the mail and you believe that you are or may be a member of the Class, you should contact the Administrator for more information or to request that a copy of this notice be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them at the information below. You may also seek advice and guidance from your own private attorney at your own expense if you so desire.

This notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Marta Manus in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement filed on [DATE] and available to be inspected at any time during regular business hours at the Clerk’s Office, Superior Court for the State of California, County of Sacramento, 720 9<sup>th</sup> Street, Sacramento, CA 95814. You may also review the pleadings, records, and other papers on file in this lawsuit online at <https://www.saccourt.ca.gov/indexes/new-portal-info.aspx>. To access the case file, click on “Case Number Search,” then create a free online account, then type in the case number (24CV0050854) where requested, and click “Search.” You may also email Class Counsel and request a copy of the Settlement Agreement.

You may also visit [URL] for information about upcoming hearings and to review case documents.

**DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT**

The contact information for Class Counsel and the Administrator are below:

Class Counsel	Administrator
Enoch J. Kim <a href="mailto:e.kim@d.law">e.kim@d.law</a> Marta Manus <a href="mailto:m.manus@d.law">m.manus@d.law</a> D.LAW, INC. 450 N Brand Blvd, Suite 840 Glendale, CA 91203 Tel: (818) 962-6465	Name Mailing Address Telephone Number

**10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

**11. WHAT IF I CHANGE MY ADDRESS?**

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.