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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

EDWARD ONTIVEROS, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

FRESHPOINT SAN FRANCISCO, INC., a California corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: 24STCV15791

JOINT STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT

Action filed: June 24, 2024
Trial date: Not Set

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class and Representative Action Settlement (“Settlement Agreement,” “Settlement,” or “Agreement”) is made by and between Plaintiff Edward Ontiveros (“Plaintiff”) individually and on behalf of the State of California and all others similarly situated, on the one hand, and Defendant FreshPoint San Francisco, Inc., (“Defendant”) (Plaintiff and Defendant collectively, “the Parties,” and individually “Party”), on the other hand.

Subject to the approval of the Court, the Parties hereby stipulate that the above captioned actions are hereby compromised and settled pursuant to the terms and conditions set forth in this Settlement Agreement, and that the Court shall make and enter judgment, subject to the continuing jurisdiction of the Court as set forth below, and subject to the definitions, recitals, and terms set forth herein, which by this reference, become an integral part of this Settlement Agreement.

This Settlement Agreement shall be binding on Plaintiff, Class Counsel (as defined herein), Class Members (as defined herein), PAGA Members (as defined herein), the State of California as to the employment of aggrieved employees (as set forth herein) and on Defendant, subject to the terms and conditions hereof and the approval of the Court.

1. DEFINITIONS.

- 1.0. “Action” means the action entitled *Edward Ontiveros v. FreshPoint San Francisco, Inc.*, Los Angeles County Superior Court Case No. 24STCV15791.
- 1.1. “Administrator” means APEX Class Action Administration Solutions (“APEX”) the neutral entity the Parties have designated to administer the Settlement.
- 1.2. “Administration Expenses Payment” means the court-approved amount allocated to the Administrator for reimbursement of its reasonable fees and expenses incurred to administer the Settlement, not to exceed \$6,950.00.
- 1.3. “Aggrieved Employees” means all hourly, non-exempt employees who are currently working or have worked for Defendant in the State of California during the PAGA Period.
- 1.4. “Class” means means all hourly, non-exempt employees who are currently working or have worked for Defendant in the State of California during the Class Period.
- 1.5. “Class Counsel” means Moon Law Group, P.C.

- 1 1.0. “Class Counsel Fees Payment” means the court-approved amount allocated to Class
2 Counsel for reimbursement of their reasonable fees incurred to prosecute the Action, not
3 to exceed 35% of the Gross Settlement Amount.
- 4 1.1. “Class Counsel Expenses Payment” means the court-approved amount allocated to Class
5 Counsel for reimbursement of their reasonable expenses incurred to prosecute the
6 Action, not to exceed \$44,000.00.
- 7 1.2. “Class Data” or “Class List” means Class Member identifying information in
8 Defendant’s possession, including the Class Member’s name, last-known mailing
9 address, last known telephone number, Social Security number, start and end dates of
10 active employment as a non-exempt employee of Defendant in the State of California,
11 and any other information required by the Administrator to effectuate this Agreement.
12 Because social security numbers are included in the list, the Administrator will maintain
13 the list in confidence and shall only access and use the list to administer the Settlement
14 in conformity with the Court’s orders.
- 15 1.3. “Class Member Address Search” means the Administrator’s investigation and search for
16 current Class Member mailing addresses using all reasonably available sources,
17 methods, and means, including, but not limited to, the National Change of Address
18 database, skip tracing, and direct contact by the Administrator with Class Members.
- 19 1.4. “Class Notice” means the court-approved Notice of Class and Representative Action
20 Settlement and Final Approval Hearing to be mailed to Class Members in English
21 substantially in the form attached to this Agreement as **Exhibit A** and incorporated by
22 reference into this Agreement.
- 23 1.5. “Class Period” means June 24, 2020, to February 7, 2026.
- 24 1.6. “Class Representative” means the named Plaintiff in the Action, Edward Ontiveros.
- 25 1.7. “Class Representative Service Payment” means the court-approved payment allocated to
26 the Class Representatives for his services in support of the Action and a General
27 Release, in an amount not to exceed \$7,500.00.
- 28 1.8. “Court” means the Superior Court of the State of California, County of Los Angeles.

- 1 1.9. “Defendant” means the named Defendant in the Action, FreshPoint San Francisco, Inc.
- 2 1.10. “Defense Counsel” means JACKSON LEWIS P.C.
- 3 1.11. “Effective Date” means the date on which the judgment entered by the Court upon
- 4 granting final approval of the Class Settlement (the “Judgment”) becomes final. The
- 5 Judgment is final as of the latest of the following occurrences: (a) if no Class Member
- 6 objects to the Class Settlement, the day the Court enters Judgment; (b) if one or more
- 7 Class Members objects to the Class Settlement, when sixty-six (66) calendar days have
- 8 passed since the Court has entered a final Order and Judgment certifying the Class and
- 9 approving the Stipulation of Settlement ; or (c) if a timely appeal or post-judgment
- 10 challenge from the Judgment is filed, five (5) business days after any post-judgment
- 11 motion, appeal, writ, or other appellate proceedings opposing the Stipulation of Settlement
- 12 has been finally and conclusively dismissed with no right to pursue further remedies or
- 13 relief.
- 14 1.12. “Final Approval Order” means the Court’s Order Granting Final Approval of the
- 15 Settlement and this Agreement as binding upon the Parties, Settlement Class Members,
- 16 PAGA Members, and the State of California (including the Labor Commissioner and
- 17 LWDA).
- 18 1.13. “Final Approval Hearing” means the Hearing on Plaintiff’s Motion for Final Approval
- 19 of the Settlement to be conducted by the Court after the filing by Plaintiff of an
- 20 appropriate motion and following appropriate notice to Class Members giving Class
- 21 Members an opportunity to object to the Settlement or to request exclusion, at which time
- 22 Plaintiff shall request that the Court finally approve the fairness, reasonableness and
- 23 adequacy of the terms and conditions of the Settlement, enter the Final Approval Order,
- 24 and take other appropriate actions..
- 25 1.14. “Final Judgment” means the Judgment entered by the Court upon granting Final
- 26 Approval of the Settlement.
- 27 1.15. “Gross Settlement Amount” means \$200,000.00, the total amount Defendant agrees to
- 28 pay under the Settlement, except as provided in Paragraph 7 below. The Gross

1 Settlement Amount will pay the Individual Class Payments, Individual PAGA
2 Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel
3 Expenses Payment, Class Representative Service Payment, and Administration
4 Expenses Payment.

5 1.16. "Individual Class Payment" means the Participating Class Member's pro rata share of
6 the Net Settlement Amount, calculated according to the number of Workweeks he or she
7 worked during the Class Period.

8 1.17. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of
9 the PAGA Penalties allocated pursuant to California Labor Code ("Labor Code")
10 section 2699(m) and calculated according to the number of PAGA Pay Periods he or she
11 worked during the PAGA Period.

12 1.18. "LWDA" means the California Labor and Workforce Development Agency, the agency
13 entitled under Labor Code section 2699(a).

14 1.19. "LWDA PAGA Payment" means the LWDA's 65% share of the PAGA Penalties,
15 allocated pursuant to Labor Code section 2699(m).

16 1.20. "Net Settlement Amount" means the Gross Settlement Amount less the following court-
17 approved payments: Individual PAGA Payments, LWDA PAGA Payment, Class
18 Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service
19 Payment, and Administration Expenses Payment. The remainder is to be paid to
20 Participating Class Members as Individual Class Payments.

21 1.21. "Non-Participating Class Member" means a Class Member who opts out of the
22 Settlement by sending the Administrator a valid and timely Request for Exclusion.

23 1.22. "Operative Complaint" means the First Amended Complaint filed in the Action.

24 1.23. "Objection" means a Class Member's written or verbal objection to a term of, or the
25 terms of, the Settlement.

26 1.24. "PAGA Pay Period" means any pay period during which an Aggrieved Employee
27 worked for Defendant for at least one day during the PAGA Period.

28 1.25. "PAGA Period" means June 22, 2023 to February 7, 2026.

- 1 1.26. "PAGA" means the Labor Code Private Attorneys General Act, Labor Code sections
2 2698, *et seq.*
- 3 1.27. "PAGA Notice" means Plaintiff's June 22, 2024 letter to the LWDA providing written
4 notice pursuant to Labor Code section 2699.3(a).
- 5 1.28. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the
6 Gross Settlement Amount in settlement of the Released PAGA Claims, not to exceed
7 \$20,000.00, with 65% (\$13,000) being distributed to the LWDA and 35% (\$7,000)
8 being distributed to the PAGA Settlement Members on a pro-rata per pay period basis.
- 9 1.29. "Participating Class Member" means a Class Member who does not submit a valid and
10 timely Request for Exclusion.
- 11 1.30. "Plaintiff" means the named Plaintiff in the Action, Edward Ontiveros.
- 12 1.31. "Preliminary Approval Order" means the Court's Order Granting Preliminary Approval
13 of the Settlement approving and authorizing the mailing of the Notice Packet by
14 Settlement Administrator and granting preliminary approval of the Settlement set forth in
15 this Stipulation, among other things.
- 16 1.32. "Released Class Claims" means the claims released as described in Paragraph 5.1.
- 17 1.33. "Released PAGA Claims" means the claims released as described in Paragraph 5.2.
- 18 1.34. "Released Parties" means Defendant and its present and former parent companies,
19 subsidiaries, divisions, related or affiliated entities, and its shareholders, members,
20 officers, directors, employees, agents, attorneys, insurers, successors and assigns,
21 counsel in the Action, and any other individual or entity that could be liable for any of
22 the claims released as described in Paragraph 5.1 and Paragraph 5.2.
- 23 1.35. "Request for Exclusion" means a Class Member's written request to be excluded from
24 the Settlement.
- 25 1.36. "Response Deadline" means forty-five (45) calendar days from the date the
26 Administrator mails the Class Notice to the Class and the last date on which Class
27 Members may: (a) mail a Request for Exclusion from the Settlement; or (b) mail an
28 Objection to the Settlement. Class Members to whom a Class Notice is resent after

1 having been returned undeliverable to the Administrator shall have an additional
2 fourteen (14) calendar days beyond the Response Deadline to timely mail a Request for
3 Exclusion or Objection.

4 1.37. “Workweek” means any calendar week during the Class Period in which a Class
5 Member worked at least one day for Defendant.

6 **2. RECITALS.**

7 2.0. On June 22, 2024, Plaintiff submitted to the LWDA, and sent via certified mail to
8 Defendant, a Notice of Labor Code Violations pursuant to Labor Code section
9 2699.3(a).

10 2.1. On June 24, 2024, Plaintiff filed a class action complaint in this action against
11 Defendant alleging violations of California law for: (1) failure to pay minimum wages;
12 (2) failure to pay overtime compensation; (3) failure to provide meal periods; (4) failure
13 to authorize and permit rest periods; (5) failure to indemnify necessary business
14 expenses; (6) failure to timely pay final wages at termination; (7) failure to provide
15 accurate itemized wage statements; and (8) unfair business practices. On August 28,
16 2024, Plaintiff filed a First Amended Complaint adding a ninth cause of action for civil
17 penalties under PAGA.

18 2.2. Thereafter, the Parties engaged in investigation and informal discovery and participated
19 in a mediation on November 7, 2025, before Steven Rottman, Esq. The Parties reached a
20 settlement on a class basis at the mediation, which led to this Agreement.

21 2.3. Before mediation, Plaintiff obtained through informal discovery, sample of the time and
22 corresponding payroll records of the Class, the employee handbook and policies in
23 effect during the Class Period and the PAGA Period, and other Class Member data and
24 documents. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval
25 set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar*
26 *v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

27 **3. MONETARY TERMS.**

28 3.0. Gross Settlement Amount. Except as otherwise provided by Paragraph 7.0 below,

1 Defendant will pay \$200,000.00 as the Gross Settlement Amount and all employer
2 payroll taxes owed on the Wage Portions of the Individual Class Payments, which shall
3 be paid separately. Defendant has no obligation to pay the Gross Settlement Amount or
4 any payroll taxes before the deadline stated in Paragraph 4.0 of this Agreement. The
5 Administrator will disburse the entire Gross Settlement Amount without asking or
6 requiring Participating Class Members or Aggrieved Employees to submit any claim as
7 a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

8 3.1. Payments from the Gross Settlement Amount. The Administrator will make and deduct
9 the following payments from the Gross Settlement Amount, in the amounts specified
10 by the Court in the Final Approval Order:

11 3.1.1. To Plaintiff: Subject to Court approval, a Class Representative Service Payment
12 of not more than \$7,500.00, in addition to the Individual Class Payment and
13 Individual PAGA Payment the Class Representative is entitled to receive as a
14 Participating Class Member and Aggrieved Employee. Defendant will not
15 oppose Plaintiff's request for a Class Representative Service Payment that does
16 not exceed this amount. Plaintiff and/or Class Counsel will file a Motion
17 supporting the Class Representative Service Payment no later than sixteen (16)
18 court days before the Final Approval Hearing. If the Court approves of a Class
19 Representative Service Payment that is less than the amount requested, the
20 Administrator will retain the remainder in the Net Settlement Amount. The
21 Administrator will pay the Class Representative Service Payment using IRS
22 Form 1099. Plaintiff shall be solely and legally responsible for paying any
23 applicable taxes on this payment and shall hold Defendant harmless from any
24 claim or liability for taxes, penalties, or interest arising as a result of the
25 payment. Defendant makes no representations as to the tax treatment or legal
26 effect of the payment called for herein, and Plaintiff is not relying on any
27 statement or representation by Defendant or its counsel in this regard.

28 3.1.2. To Class Counsel: A Class Counsel Fees Payment not to exceed 35% of the

1 Gross Settlement Amount or \$70,000.00, whichever is greater, and a Class
 2 Counsel Expenses Payment not to exceed \$44,000.00. Defendant will not
 3 oppose Plaintiff's request for Class Counsel Fees and Class Counsel Expenses
 4 Payments that do not exceed these amounts. Plaintiff and/or Class Counsel will
 5 file a Motion supporting the Class Counsel Fees and Class Counsel Expenses
 6 Payments no later than sixteen (16) court days before the Final Approval
 7 Hearing. In support of the Class Counsel Expenses Payment, Class Counsel
 8 shall submit a cost ledger listing each expense incurred during the Action. If the
 9 Court approves of Class Counsel Fees and/or Class Counsel Expenses
 10 Payments that are less than the amounts requested, the Administrator will
 11 allocate the remainder to the Net Settlement Amount. Released Parties shall
 12 have no liability to Class Counsel or any other Plaintiff's Counsel arising from
 13 any claim to any portion of any Class Counsel Fees and/or Class Counsel
 14 Expenses Payments. The Administrator will pay the Class Counsel Fees and
 15 Class Counsel Expenses Payments using one or more IRS 1099 Forms. Class
 16 Counsel assumes full responsibility and liability for taxes owed on the Class
 17 Counsel Fees and Class Counsel Expenses Payments. Class Counsel holds
 18 Defendant harmless, and indemnifies Defendant, from any dispute or
 19 controversy regarding any division or sharing of any of these Payments.

20 3.1.3. To the Administrator: An Administration Expenses Payment of not more than
 21 \$6,950.00, except for a showing of good cause and as approved by the Court.
 22 Plaintiff and/or Class Counsel will file a Motion supporting the Administration
 23 Expenses Payment no later than sixteen (16) court days before the Final
 24 Approval Hearing. If the Court approves of an Administration Expenses
 25 Payment that is less than the amount requested, or if the Administration
 26 Expense Payment is less than the amount allocated under this Agreement, the
 27 Administrator will allocate the remainder to the Net Settlement Amount.
 28

1 3.1.3.1. To Each Participating Class Member: The Administrator will calculate
 2 each Individual Class Payment by (a) dividing the Net Settlement
 3 Amount by the total number of Workweeks worked by all Participating
 4 Class Members during the Class Period and (b) multiplying the result by
 5 each Participating Class Member’s Workweeks. Non-Participating
 6 Class Members will not receive an Individual Class Payment. The
 7 Administrator will retain amounts equal to their Individual Class
 8 Payments in the Net Settlement Amount for distribution to Participating
 9 Class Members on a pro rata basis.

10 3.1.3.2. Tax Allocation of Individual Class Payments. Fifteen percent (15%) of
 11 each Participating Class Member’s Individual Class Payment will be
 12 allocated to the settlement of claims for wages (the “Wage Portion”).
 13 The Wage Portions are subject to tax withholding and will be reported
 14 on an IRS W-2 Form. Eighty-Five percent (85%) of each Participating
 15 Class Member’s Individual Class Payment will be allocated to the
 16 settlement of claims for interest and penalties (the “Non-Wage
 17 Portion”). The Non-Wage Portions are not subject to wage withholdings
 18 and will be reported on IRS 1099 Forms. Participating Class Members
 19 assume full responsibility and liability for employee taxes owed on their
 20 Individual Class Payment.

21 3.1.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the total amount
 22 of Twenty Thousand Dollars (\$20,000.00) shall be paid from the Gross
 23 Settlement Amount, with sixty-five percent (65%) (\$13,000.00) allocated to the
 24 LWDA PAGA Payment and thirty-five percent (35%) (\$7,000.00) allocated to
 25 the Individual PAGA Payments.

26 3.1.4.1. To Each Aggrieved Employee: The Administrator will calculate each
 27 Individual PAGA Payment by (a) dividing the amount of the Aggrieved
 28 Employees’ 35% share of PAGA Penalties by the total number of

PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.

3.1.4.2. Tax Allocation of Individual PAGA Payments. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties. If the Court approves PAGA Penalties less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.1.5. All individual settlement awards to the Participating Class Members and Aggrieved Employees shall be deemed to be paid to such individual solely in the year in which such payments actually are received by the individual. It is expressly understood and agreed that the receipt of such individual settlement awards will not entitle any individual to additional compensation or benefits under any company bonus, contest, or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any individual to any increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that the individual settlement awards provided for in this Settlement are the sole payments to be made by Defendant to the Participating Class Members and Aggrieved Employees, and that the Participating Class Members and Aggrieved Employees are not entitled to any new or additional compensation or benefits as a result of having received the individual settlement awards (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

1 **4. SETTLEMENT FUNDING AND PAYMENTS.**

2 4.0. Funding of Gross Settlement Amount. The Gross Settlement Amount, together with all
 3 employer-side payroll taxes owed on the wage portions of the Individual Class
 4 Payments, shall be fully funded by transmission of such funds to the Administrator no
 5 later than thirty (30) days following the Effective Date. The Administrator must
 6 provide the necessary account information and all amounts owed for the employer-side
 7 payroll taxes owed on the wage portions of the Individual Class Payments on or before
 8 the Effective Date.

9 4.1. Payments from the Gross Settlement Amount. No later than fourteen (14) calendar days
 10 after Defendant funds the entire Gross Settlement Amount, the Administrator shall mail
 11 checks for the Individual Class Payments, Individual PAGA Payments, LWDA PAGA
 12 Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class
 13 Representative Service Payment, and Administration Expenses Payment.

14 4.1.1. The Administrator will issue checks for the Individual Class Payments and/or
 15 Individual PAGA Payments and send them to the Class Members via First
 16 Class U.S. Mail with postage prepaid. Before mailing any checks, the
 17 Administrator must update the recipient’s mailing addresses using the National
 18 Change of Address Database. The face of each check shall prominently state the
 19 date the check will be voided. Each check will be voided 180 days after the date
 20 of mailing (“void date”). The Administrator will cancel all checks not cashed by
 21 the void date. The Administrator will send checks for Individual Class
 22 Payments to all Participating Class Members, including those for whom a Class
 23 Notice was returned undelivered. The Administrator will send checks for
 24 Individual PAGA Payments to all Aggrieved Employees, including Non-
 25 Participating Class Members who qualify as Aggrieved Employees and those
 26 for whom a Class Notice was returned undelivered. The Administrator may
 27 send Participating Class Members a single check combining the Individual
 28 Class Payment and Individual PAGA Payment.

1 4.1.2. No later than fourteen (14) calendar days after receiving a returned check, the
2 Administrator must re-mail checks to the USPS forwarding address provided or
3 to an address ascertained through an Address Search for Class Members or
4 Aggrieved Employees whose checks are returned undelivered without a USPS
5 forwarding address. Thereafter, the Administrator need not take further steps to
6 deliver checks to Class Members or Aggrieved Employees whose re-mailed
7 checks are returned as undelivered. However, the Administrator shall promptly
8 send a replacement check to any Class Member or Aggrieved Employees whose
9 original check was lost or misplaced and who requests the replacement before
10 the void date.

11 4.1.3. For any Class Member whose Individual Class Payment check or Individual
12 PAGA Payment check is uncashed and cancelled after the void date, or for any
13 Class Member whose envelope is returned and no forwarding address can be
14 located for the Class Member after reasonable efforts have been made, the
15 Administrator shall transmit the funds represented by such checks to the
16 California Controller's Unclaimed Property Fund in the name of the Class
17 Member, thereby leaving no "unpaid residue" subject to the requirements of
18 California Code of Civil Procedure ("CCP") section 384(b).

19 4.1.4. For any Aggrieved Employee whose Individual PAGA Payment check is
20 uncashed and cancelled after the void date, the Administrator shall transmit the
21 funds represented by such check to the California Controller's Unclaimed
22 Property Fund in the name of the Aggrieved Employee thereby leaving no
23 "unpaid residue" subject to the requirements of Code of Civil Procedure section
24 384, subdivision (b).

25 4.1.5. The payment of Individual Class Payments and Individual PAGA Payments
26 shall not obligate Defendant to confer any additional benefits or make any
27 additional payments to Class Members, such as 401(k) contributions or
28 bonuses, beyond those specified in this Agreement. Rather, it is the Parties'

intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

5. **RELEASES OF CLAIMS.** Effective on the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, Plaintiff, Participating Class Members, the State of California (including the LWDA), and Aggrieved Employees will release claims against all Released Parties as follows:

5.0. **Plaintiff’s Release.** Plaintiff shall release all claims related to his employment, including all claims that were, or reasonably could have been, alleged in the Action or Plaintiff’s PAGA Notice, and be bound by a Civil Code Section 1542 release and waiver of all claims known and unknown, without exception, except as may be prohibited by law. This specifically excludes claims for unemployment insurance, disability, social security, and workers’ compensation (except for claims pursuant to Labor Code Sections 132a and 4553). Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of the provisions of California Civil Code section 1542, which provides:

“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.”

Plaintiff acknowledges that he has read and understands Section 1542 and knowingly and voluntarily waives the rights and benefits afforded by that section with respect to the Claims released herein. Plaintiff agrees that this Agreement is entered into knowingly and voluntarily. Plaintiff represents and warrants that he has full authority to enter into this Agreement and that she has not assigned, transferred, or conveyed any interest in any Claims to any spouse or to any other third party.

5.1. **Release by Participating Class Members:** All Class Members, including Plaintiff, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrator, successors, and assigns, who do not timely opt out of the

1 Settlement, release the Released Parties from any and all claims that were alleged in the
 2 First Amended Complaint and any and all claims that reasonably could have been
 3 alleged based on the facts and allegations alleged in the First Amended Complaint,
 4 including but not limited to claims for unpaid wages, damages, penalties, attorneys’ fees,
 5 costs, and/or any other relief arising out of alleged (1) failure to pay all wages, including
 6 overtime and minimum wages, (2) failure to provide meal periods; (3) failure to
 7 authorize and permit rest breaks; (4) failure to timely pay all wages upon termination; (5)
 8 failure to timely pay all wages during employment; (6) failure to provide accurate wage
 9 statements; (7) failure to reimburse business expenses; and (8) unfair competition, that
 10 arose during the Class Period (collectively, the “Released Class Claims”).

11 5.1.1. The definition of “Released Class Claims” for the Class Members shall expressly
 12 exclude all claims for vested benefits, wrongful termination, unemployment
 13 insurance, disability, social security, workers’ compensation, or all claims based
 14 on facts occurring outside of the Class Period.

15 5.2. PAGA Released Claims: All Aggrieved Employees and the State of California (including
 16 the LWDA) are deemed to release, on behalf of themselves and their respective former
 17 and present representatives, agents, attorneys, administrators, successors and assigns, the
 18 Released Parties from all causes of action and claims for civil penalties or any other
 19 relief under the California Labor Code Private Attorneys General Act of 2004, which
 20 include any and all claims that were alleged in the First Amended Complaint or
 21 Plaintiff’s underlying PAGA notice, and any and all claims that reasonably could have
 22 been alleged based on the facts and allegations alleged in the First Amended Complaint
 23 and Plaintiff’s PAGA notice, including but not limited to PAGA claims for penalties,
 24 attorneys’ fees, costs, and/or any other relief arising out of alleged (1) failure to pay all
 25 wages, including overtime and minimum wages, (2) failure to provide meal periods; (3)
 26 failure to authorize and permit rest breaks; (4) failure to timely pay all wages upon
 27 termination; (5) failure to timely pay all wages during employment; (6) failure to provide
 28 accurate wage statements; (7) failure to reimburse business expenses; and (8) unfair

1 competition, that arose during the PAGA Period (collectively, the “Released PAGA
2 Claims”).

3 5.2.1. In light of the binding nature of a PAGA judgment on non-party employees
4 pursuant to *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and *Cardenas*
5 *v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246, Aggrieved Employees
6 who exclude themselves from the class action component of the Settlement
7 cannot opt out of the PAGA portion of the settlement and shall nonetheless
8 receive a payment for the amount of each such individual’s estimated share of the
9 Aggrieved Employees’ portion of the PAGA Payment and shall have released
10 PAGA claims.

11 **6. SETTLEMENT ADMINISTRATION.**

12 6.0. Selection of Administrator. The Parties have jointly selected APEX to serve as the
13 Administrator and verified that, as a condition of appointment, APEX agrees to be bound
14 by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement
15 in exchange for the Administration Expenses Payment. The Parties and their Counsel
16 represent that they have no interest or relationship, financial or otherwise, with the
17 Administrator other than a professional relationship arising out of prior experiences
18 administering settlements.

19 6.1. Class Data. No later than twenty-one (21) calendar days after the Court grants
20 Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the
21 Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members’
22 privacy rights, the Administrator must maintain the Class Data in confidence, use the
23 Class Data only for purposes of the Settlement and for no other purpose, and restrict
24 access to the Class Data to Administrator employees who need access to the Class Data
25 to effect and perform under the Settlement. Defendant has a continuing duty to
26 immediately notify Class Counsel if it discovers that the Class Data omitted Class
27 Member identifying information and to provide corrected or updated Class Data as soon
28 as reasonably feasible. Without any extension of the deadline by which Defendant must

1 send the Class Data to the Administrator, the Parties, and their counsel will expeditiously
2 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to
3 missing or omitted Class Data.

4 6.2. Notice of Receipt of Class Data. No later than three (3) business days after receipt of the
5 Class Data, the Administrator shall notify Class Counsel that the list has been received
6 and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA
7 Pay Periods in the Class Data.

8 6.3. Notice to Class Members. No later than fourteen (14) calendar days after receiving the
9 Class Data from Defendant, the Administrator will send all Class Members identified in
10 the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class
11 Notice in English and Spanish, substantially in the form attached to this Agreement as
12 **Exhibit A.** The first page of the Class Notice shall prominently estimate the dollar
13 amounts of any Individual Class Payment and/or Individual PAGA Payments payable to
14 the Class Member and/or Aggrieved Employee, and the number of Workweeks and
15 PAGA Pay Periods used to calculate these amounts. Before mailing the Class Notices,
16 the Administrator shall update Class Member addresses using the National Change of
17 Address database.

18 6.4. Remailing of Class Notice. No later than three (3) business days after its receipt of any
19 Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the
20 Class Notice using any forwarding address provided by USPS. If USPS does not provide
21 a forwarding address, the Administrator shall conduct a Class Member Address Search
22 and re-mail the Class Notice to the most current address obtained. The Administrator has
23 no obligation to make further attempts to locate or send the Class Notice to Class
24 Members whose Class Notice is returned by USPS a second time.

25 6.4.1. The deadlines for Class Members’ Objections, Challenges to Calculation of
26 Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be
27 extended an additional fourteen (14) calendar days beyond the forty-five (45)
28 calendar days otherwise provided in the Class Notice for all Class Members

1 whose notice is re-mailed. The Administrator will inform the Class Member of
 2 the extended deadline with the re-mailed Class Notice.

3 6.4.2. If the Administrator, Defendant, Defense Counsel, or Class Counsel is contacted
 4 by or otherwise discovers any persons who believe they should have been
 5 included in the Class Data and should have received Class Notice, the Parties will
 6 expeditiously meet and confer in person or by telephone, and in good faith, to
 7 agree on whether to include them as Class Members. If the Parties agree, such
 8 person(s) will be Class Members entitled to the same rights as other Class
 9 Members, and the Administrator will send, via email or overnight delivery, a
 10 Class Notice requiring them to exercise options under this Agreement no later
 11 than fourteen (14) calendar days after receipt of the Class Notice, or the deadline
 12 in the Class Notice, whichever is later.

13 6.5. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly
 14 review Requests for Exclusion on a rolling basis to ascertain their validity and timeliness.

15 6.6. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to
 16 Class Counsel and Defense Counsel that tally the number of Class Notices mailed or re-
 17 mailed, Class Notices returned undelivered, Requests for Exclusion received (whether
 18 valid or invalid), Objections received, Challenges to Workweeks and/or PAGA Pay
 19 Periods received and/or resolved, and checks mailed for Individual Class Payments and
 20 Individual PAGA Payments (“Weekly Report”).

21 6.7. Administrator’s Declaration. No later than seven (7) business days after the Response
 22 Deadline, the Administrator will provide Class Counsel and Defense Counsel a signed
 23 declaration suitable for filing in Court attesting to (i) its due diligence and compliance
 24 with all of its obligations under this Agreement, including, but not limited to, its mailing
 25 of the Class Notice, (ii) the total number of Class Notices returned as undelivered, (iii)
 26 the total number of re-mailed Class Notices, (iv) its attempts to locate Class Members,
 27 (v) the total number of Requests for Exclusion received (valid or invalid), (vi) the total
 28 number of Objections received (valid or invalid), (vii) the total number of Participating

1 Class Members and Workweeks, (viii) the total number of Aggrieved Employees and
2 PAGA Pay Periods, and (ix) the lowest, average, and highest Individual Class Payment
3 and Individual PAGA Payment. The Administrator will supplement its declaration as
4 needed or requested by the Parties and/or the Court. Class Counsel is responsible for
5 filing the Administrator’s declaration(s) in Court.

6 6.8. Final Report by Settlement Administrator. No later than fourteen (14) calendar days after
7 the Administrator disburses all funds in the Gross Settlement Amount, the Administrator
8 will provide Class Counsel and Defense Counsel with (i) a final report detailing its
9 disbursements by identification number only of all payments made under this
10 Agreement, and (ii) a signed declaration suitable for filing in Court attesting to its
11 disbursement of all payments required under this Agreement. Class Counsel is
12 responsible for filing the Administrator's declaration in Court.

13 6.9. Employer Identification Number. The Administrator shall have and use its own
14 Employer Identification Number for purposes of calculating payroll tax withholdings and
15 providing reports to state and federal tax authorities.

16 6.10. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
17 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury
18 Regulation § 468B-1.

19 6.11. Website, Email Address, and Toll-Free Number. The Administrator will establish,
20 maintain, and use an internet website to post information of interest to Class Members,
21 including the date, time, and location of the Final Approval Hearing and copies of the
22 Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval, Class
23 Notice, Motion for Final Approval, and Final Approval and Judgment. The
24 Administrator will also maintain and monitor an email address and toll-free telephone
25 number to receive Class Member calls, faxes, and emails.

26 6.12. Class Members’ Options.

27 6.12.1. Requests for Exclusion (Opt-Outs). Each Class Member shall have forty-five
28 (45) calendar days after the Administrator mails the Class Notice (plus an

1 additional fourteen (14) calendar days for Class Members whose Class Notice
2 is re-mailed) to exclude themselves from the Settlement. A Class Member
3 may exclude himself or herself from the Settlement by mailing a Request for
4 Exclusion to the Administrator. The Request for Exclusion must be valid and
5 timely. To be valid, the Request for Exclusion must (1) include the Class
6 Member's full name, address, telephone number, and signature, and a written
7 statement requesting to be excluded from the Settlement; (2) state the case
8 name and number of the Action; and (3) be mailed to the specified physical
9 address of the Administrator. To be timely, the Request for Exclusion must be
10 postmarked no later than the Response Deadline. The postmark date will be
11 the exclusive means of determining whether a Request for Exclusion has been
12 timely submitted. A Class Member who does not submit a valid and timely
13 Request for Exclusion will be deemed a Participating Class Member and will
14 be bound by all terms of the Settlement if it is granted Final Approval. If a
15 Class Member's Request for Exclusion is timely but invalid, according to the
16 requirements listed herein, that Class Member will be allowed to cure the
17 defect(s). The Administrator will mail the Class Member a cure letter within
18 three (3) business days of receiving the defective submission to advise the
19 Class Member that his or her submission is defective and that the defect must
20 be cured to render the Request for Exclusion valid. The Class Member will
21 have until the later of (a) the Response Deadline or (b) fourteen (14) calendar
22 days from the date of the cure letter, whichever date is later, to postmark the
23 revised Request for Exclusion. The Administrator may not reject a Request
24 for Exclusion as invalid because it fails to contain all the information specified
25 in the Class Notice. The Administrator shall accept any Request for Exclusion
26 as valid if the Administrator can reasonably ascertain the identity of the person
27 as a Class Member and the Class Member's desire to be excluded. The
28 Administrator's determination shall be final and not appealable or otherwise
susceptible to challenge. If the Administrator has reason to question the

1 authenticity of a Request for Exclusion, the Administrator may demand
2 additional proof of the Class Member's identity. The Administrator's
3 determination of authenticity shall be final and not appealable or otherwise
4 susceptible to challenge.

5 6.12.1.1. Every Class Member who does not submit a timely and valid
6 Request for Exclusion is deemed to be a Participating Class Member
7 under this Agreement, entitled to all benefits and bound by all terms and
8 conditions of the Settlement, including the Participating Class Members'
9 Release under Paragraph 5.1 of this Agreement, regardless of whether the
10 Participating Class Member actually receives the Class Notice or objects
11 to the Settlement.

12 6.12.1.2. Every Class Member who submits a valid and timely Request for
13 Exclusion is a Non-Participating Class Member and shall not receive an
14 Individual Class Payment or have the right to object to the class action
15 components of the Settlement. Because future PAGA claims are subject
16 to claim preclusion upon entry of the Judgment, Non-Participating Class
17 Members who are Aggrieved Employees are deemed to release the claims
18 identified in Paragraph 5.2 of this Agreement and are eligible for an
19 Individual PAGA Payment.
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1 6.12.2. Challenges to Calculation of Workweeks. Each Class Member shall have forty-
2 five (45) calendar days after the Administrator mails the Class Notice (plus an
3 additional fourteen (14) calendar days for Class Members whose Class Notice is
4 re-mailed) to challenge the number of Workweeks and/or PAGA Pay Periods
5 allocated to the Class Member and/or Aggrieved Employee in the Class Notice.
6 A Class Member and/or Aggrieved Employee may challenge the allocation by
7 sending a Challenge to Calculation of Workweeks and/or PAGA Pay Periods to
8 the Administrator. The Challenge to Calculation of Workweeks and/or PAGA
9 Pay Periods must be timely. To be timely, the Challenge to Calculation of
10 Workweeks and/or PAGA Pay Periods must be postmarked no later than the
11 Response Deadline. The postmark date will be the exclusive means of
12 determining whether a Challenge to Calculation of Workweeks and/or PAGA
13 Pay Periods has been timely submitted. The Administrator must encourage the
14 challenging Class Member to submit supporting documentation. In the absence of
15 any contrary documentation, the Administrator is entitled to presume that the
16 Workweeks contained in the Class Notice are correct so long as they are
17 consistent with the Class Data. The Administrator shall promptly provide copies
18 of all Challenges to Calculation of Workweeks and/or PAGA Pay Periods to
19 Defense Counsel. All Workweek and PAGA Pay Period disputes will be resolved
20 and decided by the Settlement Administrator.

21 6.12.3. Objections to Settlement. Each Participating Class Members shall have forty-
22 five (45) calendar days after the Administrator mails the Class Notice (plus an
23 additional fourteen (14) calendar days for Class Members whose Class Notice
24 is re-mailed) to object, in writing, to the class action components of the
25 Settlement and/or this Agreement, including contesting the fairness of the
26 Settlement and/or amounts requested for the Class Counsel Fees Payment,
27 Class Counsel Expenses Payment and/or Class Representative Service
28 Payment. Only Participating Class Members may send written Objections to

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the Administrator. A Participating Class Member may object to the Settlement by (1) appearing (or hiring an attorney to appear) at the Final Approval Hearing and verbally objecting to the Settlement or any term thereof; and/or (2) sending a written Objection to the Administrator. The written Objection must be valid and timely. To be valid, the written Objection must (1) include the Class Member’s full name, address, telephone number, and signature, the contact information for any attorney representing the objecting Class Member, if any, and the factual and legal bases for the Objection, including any supporting papers, briefs, written evidence, declarations, and/or other evidence; (2) state the case name and number of the Action; and (3) be mailed to the specified physical address of the Administrator. To be timely, the written Objection must be postmarked no later than the Response Deadline. The postmark date will be the exclusive means of determining whether a written Objection has been timely submitted. All disputes regarding the validity of any Objection to Settlement will be resolved and decided by the Settlement Administrator.

6.12.4. Disputes Regarding Administration of Settlement. Any dispute not resolved by the Administrator concerning the administration of the Settlement shall be resolved by the Court. Prior to any such involvement of the Court, counsel for the Parties shall confer in good faith and make use of the services of mediator Steve Rottman, if necessary, to resolve the dispute without the necessity of involving the Court.

1 **7. ESCALATOR CLAUSE.** In the event of an increase in workweeks of more than 10% from
2 the original estimate of 12,500 workweeks (i.e., 13,750 workweeks) in the Class Period, the Gross
3 Settlement Amount shall be increased by the percentage that the actual number of workweeks in the
4 Class Period exceeds 13,750 workweeks. However, should the number of workweeks reach more than
5 13,750, and Plaintiff elects to enforce the escalator clause, Defendant will have the right, in the
6 exercise of its sole discretion, to limit the Class Period to the time at which the number of workweeks
7 reaches 13,750. If Defendant elects to limit the Class Period to a time at which the number of
8 workweeks reaches 13,750, Defendant must provide written notice of the modified end date of the
9 Class Period.

10 **8. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid and timely Requests for
11 Exclusion exceeds ten percent (10%) of the total of all Class Members, Defendant may, but is not
12 obligated to, elect to withdraw from the Settlement. If Defendant elects to withdraw from the
13 Settlement, Defendant must meet and confer with Class Counsel no later than fourteen (14) calendar
14 days after expiration of the Response Deadline, and Defendant will be responsible for paying all
15 settlement administration expenses incurred to that point. Further, the Settlement shall be void ab
16 initio, have no force or effect whatsoever, and neither Party will have any further obligation to perform
17 under this Agreement, except as provided in this Paragraph.

18 **9. FINAL APPROVAL.**

19 9.0. Motion for Final Approval. No later than sixteen (16) court days before the calendared
20 Final Approval Hearing, Plaintiff will file a Motion for Final Approval of the Settlement
21 that includes a request for approval of the PAGA settlement under Labor Code section
22 2699(s)(2) and a [Proposed] Final Approval Order and Judgment. The [Proposed] Final
23 Approval Order and Judgment are to be mutually agreed upon by the Parties. Plaintiff
24 shall provide Defendant with at least ten (10) calendar days prior to any Court deadlines
25 to review all filings related to the Motion for Final Approval.

26 9.1. Response to Objections. Each Party retains the right to respond to any Objection raised
27 by a Participating Class Member, including the right to file responsive documents in
28 Court no later than five (5) court days before the Final Approval Hearing, or as otherwise

ordered or accepted by the Court.

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

9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Final Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement solely for purposes of (i) enforcing the Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law, pursuant to CCP section 664.6 and California Rules of Court rule 3.769(h).

9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees and Class Counsel Expenses Payments set forth in this Agreement, the Parties, their respective counsel, and all Participating Class Members waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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

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

10 9.6. Failure to Approve. If the Court does not approve, either preliminarily or finally, any
 11 material term or condition of the Settlement Agreement, or if the Court effects a material
 12 change, then this Agreement will be voidable and unenforceable, subject to the Parties’
 13 agreement to the contrary, and the costs of administration shall be split equally between the
 14 Plaintiff, on one side, and Defendant, on the other.

15 **10. AMENDED JUDGMENT.** If any amended judgment is required under CCP section 384, the
 16 Parties will work together in good faith to jointly submit a proposed amended judgment.

17 **11. ADDITIONAL PROVISIONS.**

18 11.0. Entire Agreement. This Agreement and the attached **Exhibit A** constitute the entirety of
 19 the Parties’ settlement terms.

20 11.1. No Admission of Liability. The Parties enter into this Agreement to resolve the dispute
 21 that has arisen between them and to avoid the burden, expense, and risk of continued
 22 litigation. In entering into this Agreement, Defendant does not admit, and specifically
 23 denies, it has violated any federal, state, or local law; violated any regulations or
 24 guidelines promulgated pursuant to any statute or any other applicable laws, regulations,
 25 or legal requirements; breached any contract; violated or breached any duty; engaged in
 26 any misrepresentation or deception; or engaged in any other unlawful conduct
 27 concerning their employees. Neither this Agreement, nor any of its terms or provisions,
 28 nor any of the negotiations connected with it, shall be construed as an admission or

1 concession by Defendant of any such violations or failures to comply with any applicable
2 law. Except as necessary in a proceeding to enforce the terms of this Agreement, this
3 Agreement and its terms and provisions shall not be offered or received as evidence in
4 any action or proceeding to establish any liability or admission on the part of Defendant
5 or to establish the existence of any condition constituting a violation of, or a non-
6 compliance with, federal, state, local or other applicable law. If Final Approval does not
7 occur, the Parties agree that this Agreement is void, but remains protected by California
8 Evidence Code section 1152.

9 11.2. Class Certification or Representative Manageability for Other Purposes. The Parties
10 agree to stipulate to class certification only for purposes of the Settlement. If, for any
11 reason, the Settlement is not approved, the stipulation to certification will be void. If, for
12 any reason the Court does not grant Preliminary Approval, Final Approval, or enter
13 Judgment, Defendant reserves the right to contest certification of any class for any
14 reason, Defendant reserves all available defenses to the claims in the Action, Plaintiff
15 reserves the right to move for class certification on any grounds available, and Plaintiff
16 reserves the right to contest Defendant's defenses. The Settlement, this Agreement, and
17 the Parties' willingness to settle the Action will have no bearing on, and will not be
18 admissible in connection with any litigation, except for proceedings to enforce or
19 effectuate the Settlement and this Agreement.

20 11.3. No Press Releases/Advertisements. Neither Plaintiff nor Class Counsel shall issue any
21 press release, announcement, or public disclosure of any kind related in any way to the
22 Settlement. Plaintiff and Class Counsel will not have any communications with the
23 media, whether oral, written, or electronic (including the World Wide Web), other than
24 to direct the media to public records of the Action on file with the Court. Nothing in this
25 Section is intended to interfere with Class Counsel's duties and obligations to faithfully
26 discharge their duties as Class Counsel, including but not limited to: (1) as required by
27 law; (2) as required under the terms of the Settlement; and/or (3) as required under
28 counsel's duties and responsibilities as Class Counsel. This Settlement and Defendant's

1 name shall not be advertised or mentioned on any source, including Plaintiff’s or Class
 2 Counsel’s personal or firm website.

3 11.4. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
 4 Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at
 5 this Agreement after arm’s-length negotiations and in the context of adversarial
 6 litigation, taking into account all relevant factors, present and potential. The Parties
 7 further acknowledge that they are each represented by competent counsel and that they
 8 have had an opportunity to consult with their counsel regarding the fairness and
 9 reasonableness of this Settlement.

10 11.5. No Solicitation. The Parties separately agree that they and their respective counsel and
 11 employees will not solicit any Class Member to opt out of or object to the Settlement, or
 12 appeal from the Judgment. Nothing in this Paragraph shall be construed to restrict Class
 13 Counsel’s ability to communicate with Class Members in accordance with Class
 14 Counsel’s ethical obligations owed to Class Members.

15 11.6. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement,
 16 together with its attached Exhibit, shall constitute the entire agreement between the
 17 Parties relating to the Settlement, superseding any and all oral representations,
 18 warranties, covenants, or inducements made to or by any Party.

19 11.7. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
 20 represent that they are authorized by Plaintiff and Defendant, respectively, to take all
 21 appropriate action required or permitted to be taken by such Parties pursuant to this
 22 Agreement to effectuate its terms, and to execute any other documents reasonably
 23 required to effectuate the terms of this Agreement including any amendments to this
 24 Agreement.

25 11.8. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
 26 the Court will first attempt to construe the provision as valid to the fullest extent possible
 27 consistent with applicable precedents to define all provisions of this Agreement as valid
 28 and enforceable.

1 11.9. Waiver. No waiver of any condition or covenant contained in this Agreement or failure
 2 to exercise a right or remedy by any of the Parties hereto will be considered to imply or
 3 constitute a further waiver by such party of the same or any other condition, covenant,
 4 right, or remedy.

5 11.10. Cooperation. The Parties and their counsel will cooperate and use their best efforts, in
 6 good faith, to implement the Settlement by, among other things, modifying the
 7 Settlement Agreement, submitting supplemental evidence, and supplementing points and
 8 authorities as requested by the Court. In the event the Parties are unable to agree upon the
 9 form or content of any document necessary to implement the Settlement, or on any
 10 modification of the Agreement that may become necessary to implement the Settlement,
 11 the Parties will seek the assistance of a mediator and/or the Court for resolution.

12 11.11. Statutory Requirements. Plaintiff shall comply with all statutory requirements necessary
 13 to execute and complete the administration of the Settlement.

14 11.12. No Prior Assignments. The Parties separately represent and warrant that they have not
 15 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
 16 or encumber to any person or entity and portion of any liability, claim, demand, action,
 17 cause of action, or right released and discharged by the Party in this Settlement.

18 11.13. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel is
 19 providing any advice regarding taxes or taxability, nor shall anything in this Settlement
 20 be relied upon as such within the meaning of United States Treasury Department
 21 Circular 230 (31 CFR Part 10, as amended) or otherwise.

22 11.14. Modification of Agreement. This Agreement, and all parts of it, may be amended,
 23 modified, changed, or waived only by an express written instrument signed by all Parties
 24 or their representatives, and approved by the Court.

25 11.15. Agreement Binding on Successors and Assigns. This Agreement will be binding upon,
 26 and inure to the benefit of, the successors or assigns of each of the Parties.

27 11.16. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
 28 governed by and interpreted according to the internal laws of the State of California,

1 without regard to conflict of law principles.

2 11.17. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
3 this Agreement. This Agreement will not be construed against any Party on the basis that
4 the Party was the drafter or participated in the drafting.

5 11.18. Confidentiality. To the extent permitted by law, all agreements made and orders entered
6 during Action and in this Agreement relating to the confidentiality of information shall
7 survive the execution of this Agreement.

8 11.19. Use and Return of Class Data. Information provided to Class Counsel pursuant to
9 Evidence Code section 1152, and all copies and summaries of the Class Data provided to
10 Class Counsel by Defendant in connection with the mediation, other settlement
11 negotiations, or in connection with the Settlement, may be used only with respect to this
12 Settlement, and no other purpose, and may not be used in any way that violates any
13 existing contractual agreement, statute, or the California Rules of Court. No later than
14 ninety (90) days after the date when the Court discharges the Administrator's obligation
15 to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff
16 shall destroy, all paper and electronic versions of Class Data received from Defendant
17 unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes
18 a written request to Class Counsel for the return, rather than the destructions, of Class
19 Data.

20 11.20. Headings. The descriptive heading of any section or Paragraph of this Agreement is
21 inserted for convenience of reference only and does not constitute a part of this
22 Agreement.

23 11.21. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall
24 be to calendar days. In the event any date or deadline set forth in this Agreement falls on
25 a weekend or federal legal holiday, such date or deadline shall be on the first business
26 day thereafter.

27 11.22. Execution in Counterparts. This Agreement may be executed in one or more counterparts
28 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this

1 Agreement shall be accepted as an original. All executed counterparts and each of them
2 will be deemed to be one and the same instrument if counsel for the Parties will
3 exchange between themselves signed counterparts. Any executed counterpart will be
4 admissible in evidence to prove the existence and contents of this Agreement.

5 11.23. Binding Agreement. The Parties warrant that they understand and have full authority to
6 enter into this Settlement, intend that this Agreement will be fully enforceable and
7 binding on all Parties, and agree that it will be admissible and subject to disclosure in any
8 proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions
9 that otherwise might apply under federal or state law. Plaintiff, and not his
10 representative(s), must personally execute this Agreement. An authorized officer of
11 Defendant must execute this Agreement on behalf of Defendant. This Agreement shall
12 become binding and enforceable pursuant to CCP section 664.6.

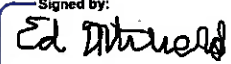
13 11.24. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
14 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties
15 further agree that upon the signing of this Agreement that pursuant to CCP section
16 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the
17 entire period of this settlement process.

18 *Signatures on the following page.*

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Plaintiff & Class Representative:

Dated: 3/23/2026


Signed by:

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By: _____
Plaintiff, Edward Ontiveros

Plaintiff's Counsel:

Dated: 3/23/2026

MOON LAW GROUP, P.C.

By: 
Kane Moon

Attorneys for Plaintiff

Defendant:

Dated: 3/27, 2026

By: Javier Vasquez
Print Name


Signature

Region President
Title

Defendant's Counsel:

Dated: March 27, 2026

JACKSON LEWIS P.C.

By: 
Scott P. Jang
Isabella Shin

Attorneys for Defendant

Exhibit A

**COURT APPROVED NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL**

Edward Ontiveros v. FreshPoint San Francisco, Inc.
Los Angeles County Superior Court Case No. 24STCV15791

PLEASE READ THIS NOTICE

The Superior Court for the State of California authorized this Notice.

It's not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.

Your legal rights are affected whether or not you act.

In the class and representative action entitled *Edward Ontiveros v. FreshPoint San Francisco, Inc.*, Los Angeles County Superior Court Case No. 24STCV15791 (“Action”), Plaintiff Edward Ontiveros (“Plaintiff”) alleges Defendant FreshPoint San Francisco, Inc. (“Defendant”) violated several provisions of the California Labor Code and California Business and Professions Code, and owes civil penalties to the Labor and Workforce Development Agency (“LWDA”) and Aggrieved Employees (defined below) under the Private Attorneys General Act, California Labor Code sections 2698, *et seq.* (“PAGA”). Defendant denies any liability or wrongdoing of any kind and contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, all Industrial Welfare Commission Wage Orders, and all applicable laws.

However, in the interest of avoiding further litigation and the costs and uncertainties associated with further litigation, Plaintiff and Defendant have reached a Joint Stipulation of Class and Representative Action Settlement Agreement (“Settlement”), which has been preliminarily approved by the Court. By agreeing to the Settlement, Defendant in no way admits any violation of law and expressly denies any liability to Plaintiff or others.

The proposed settlement has two main parts: (1) a class settlement requiring Defendant to fund individual class payments, and (2) a PAGA settlement requiring Defendant to fund individual PAGA payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”). You are subject to the terms of the Settlement because you have been identified by Defendant’s records as a Class Member and/or Aggrieved Employee.

“Class” means all hourly, non-exempt employees who are currently working or have worked for Defendant in the State of California from June 24, 2020 to February 7, 2026.

“Aggrieved Employees” means all hourly, non-exempt employees who are currently working or have worked for Defendant in the State of California from June 22, 2023 to February 7, 2026.

YOUR LEGAL RIGHTS AND OPTIONS WITH RESPECT TO THE SETTLEMENT	
<u>You Do Not Need to Do Anything to Participate in the Settlement</u>	If you do nothing, you will be a Participating Class Member and eligible for an Individual Class Payment and Individual PAGA Payment (if anything). In exchange, you will give up your right to assert the claims against Defendant that are covered by this settlement (“Released Claims”). <u>You do not need to do anything to participate in the settlement.</u>
You Can Exclude Yourself From the Class Settlement but not the PAGA Settlement	If you do not want to fully participate in the Settlement or remain in the Class, <u>then you need to follow the instructions in Section 6.</u> If you exclude yourself from the Settlement, you will not receive your Individual Class Payment, and you will not release the Released Class Claims against the Released Parties (defined in Section 4, below). You also cannot object to any portion of the proposed settlement. See Section 7 of this notice.
The Opt-out	However, you cannot opt-out of the PAGA portion of the proposed settlement. If the

Deadline is [DATE].	Settlement is approved by the Court and you are an Aggrieved Employee, you will receive your Individual PAGA Payment, and you will release the Released PAGA Claims (defined below), even if you exclude yourself from the Class Settlement.
Object to the Settlement Written Objections Must be Submitted by [DATE].	If you want to object to any aspect of the proposed Settlement but remain in the Class, <u>then you need to follow the instructions in Section 7.</u> If you object to the Settlement, you will still be bound by the terms of the Settlement if it is approved by the Court. The Court’s decision whether to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this notice.

1. WHY DID I GET THIS NOTICE?

You have received this Notice because Defendant’s records reflect that you are a Class Member and/or Aggrieved Employee (as defined above). Because the Settlement, which has been preliminarily approved by the Court, affects Class Members’ and Aggrieved Employees’ legal rights, the Court ordered that this Notice be sent to you. This Notice provides you with information about (1) the Action, (2) the monetary terms of the Settlement, (3) your estimated Individual Class Payment, provided you do not request to be excluded from the Settlement, (4) your estimated Individual PAGA Payment, (5) the terms of the Settlement, including the claims that are being released, (6) how to participate in, exclude yourself from, or object to the Settlement, and (7) where to find additional information regarding the Action and Settlement.

2. WHAT IS THIS CASE ABOUT?

Plaintiff alleges Defendant: (1) failed to pay Class Members minimum wages for all hours worked; (2) failed to pay Class Members overtime compensation; (3) failed to provide Class Members compliant meal periods or compensation in lieu thereof; (4) failed to provide Class Members compliant rest breaks or compensation in lieu thereof; (5) failed to reimburse Class Members for necessary business expenses they incurred in the direct discharge of their duties to Defendant; (6) failed to timely pay Class Members all compensation due upon termination and during employment; (7) failed to provide Class Members accurate itemized wage statements; (8) engaged in unlawful business practices in violation of California Business and Professions Code sections 17200, *et seq.*; and/or (9) owes civil penalties under PAGA.

Defendant denies these allegations and maintains it fully complied with all applicable laws, provided, permitted, and authorized Class Members to take all meal periods and rest breaks, reimbursed Class Members for all necessary business expenses, provided Class Members with accurate wage statements, compensated Class Members for all wages upon termination and during employment, did not perform any unlawful business acts under California Business and Professions Code sections 17200, *et seq.*, and owes no civil penalties under PAGA. Defendant denies any liability or wrongdoing of any kind and contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, all Industrial Welfare Commission Wage Orders, and all applicable laws.

The Court has not made any determinations or ruling on the merits of the claims alleged by Plaintiff. By preliminarily approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose the Action on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating a settlement rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a settlement agreement and agreeing to ask the Court to enter a judgment ending the Action, Plaintiff and Defendant have negotiated a proposed settlement that is subject to the Court’s final approval. Both sides agree the proposed settlement is a compromise of disputed claims.

By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine final approval.

3. THE MONETARY TERMS OF THE SETTLEMENT AND CALCULATION OF YOUR INDIVIDUAL CLASS PAYMENT AND INDIVIDUAL PAGA PAYMENT

Without admitting any wrongdoing, and to avoid the business disruptions caused by litigating these claims, Defendant has agreed to pay a Gross Settlement Amount of \$200,000.00 to settle the Action. At the final approval hearing, Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the final amounts of which will be decided by the Court:

- An Administrator Expenses Payment not to exceed \$[X],000.00. for reimbursement of the Administrator's reasonable fees and expenses;
- A Class Representative Service Payment not to exceed \$7,500.00 to Class Representative for his services in support of the Action and General Release;
- PAGA Penalties in the amount of \$20,000.00 allocated to the LWDA and Aggrieved Employees for the payment of civil penalties under PAGA;
- A Class Counsel Expenses Payment not to exceed \$44,000.00 to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action; and
- A Class Counsel Fees Payment not to exceed \$70,000.00 (35% of the Gross Settlement Amount) to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action.

Participating Class Members have the right to object to any of these deductions except the PAGA penalties. The Court will consider all objections.

Net Settlement Amount: The amount remaining from the Gross Settlement Amount after the above deductions are approved by the Court is called the "Net Settlement Amount." The Net Settlement Amount will be allocated to all Participating Class Members and calculated as follows:

1. The Administrator will determine the number of weeks each Participating Class Member worked for Defendant for at least one day during the Class Period ("Workweeks");
2. The Administrator will determine the value of a single Workweek by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members; and
3. Each Participating Class Member shall receive an Individual Class Payment equal to his or her Workweeks multiplied by the value of a single Workweek.

Individual Class Payment: You have been credited with [] Workweeks. Based on these Workweeks, your Individual Class Payment, prior to any applicable withholdings, is estimated to be \$ []. Depending on rulings from the Court that might affect the Gross Settlement Amount, as well as the number of Class Members who may exclude themselves from the Settlement, the actual amount you will receive if the Court grants Final Approval of the Settlement may vary from this estimated amount.

Individual PAGA Payment: A total of Twenty Thousand Dollars (\$20,000.00) of the Gross Settlement Amount has been allocated to PAGA Penalties. Of this amount, sixty-five percent (65%) (\$13,000.00) shall be paid to the California Labor and Workforce Development Agency ("LWDA PAGA Payment"), and thirty-five percent (35%) (\$7,000.00) (the "Individual PAGA Payment") shall be paid on a pro rata basis to Aggrieved Employees, calculated

as follows:

The Administrator will determine the number of pay periods each Aggrieved Employee worked for Defendant for at least one day during the PAGA Period (“PAGA Pay Periods”);

1. The Administrator will determine the value of a single PAGA Pay Period by dividing the Individual PAGA Payment by the total number of PAGA Pay Periods worked by all Aggrieved Employees; and
2. Each Aggrieved Employee shall receive an Individual PAGA Payment equal to his or her PAGA Pay Periods multiplied by the value of a single PAGA Pay Period.

You have been credited with [REDACTED] PAGA Pay Periods. Based on these PAGA Pay Periods, your Individual PAGA Payment is estimated to be \$ [REDACTED]. Depending on rulings from the Court that might affect the Gross Settlement Amount, the actual amount you will receive if the Court grants Final Approval of the Settlement may vary from this estimated amount.

Workweek Challenges: If you dispute the total number of Workweeks and/or PAGA Pay Periods that you have been credited with, you may challenge the allocation by sending a Challenge to the Calculation of Workweeks and/or PAGA Pay Periods to the Administrator (“Challenge”). Your Challenge should (1) contain your name, address, and telephone number and the case name and number of the Action (i.e., *Edward Ontiveros v. FreshPoint San Francisco, Inc.*, Los Angeles County Superior Court Case No. 24STCV15791); (2) clearly state the number of Workweeks and/or PAGA Pay Periods you believe is correct; and (3) attach any documentary evidence you have to prove the number of contended Workweeks and/or PAGA Pay Periods. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant’s Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision. Your Challenge must be postmarked on or before [Response Deadline] and returned to the Administrator at the following address:

[Administrator]
[contact info]

For tax purposes, fifteen percent (15%) of each Individual Class Payment will be allocated to wages and subject to all applicable employee state and federal tax withholdings; and eighty-five percent (85%) of each Individual Class Payment will be considered penalties, liquidated damages, interest, and any other non-wage related payments. The amount allocated as wages will be reported on an IRS Form W-2, and the remaining amount allocated as penalties, liquidated damages, interest, and other non-wage payments will be reported on an IRS form 1099. The Individual PAGA Payment will be allocated as penalties rather than wages and reported on an IRS Form 1099. In addition to the Gross Settlement Amount, Defendant will pay all employer-payroll taxes it owes in connection with the portion of the Settlement allocated towards wages. Class Members are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed settlement. This Notice is not tax advice, and you should consult your tax advisor, if you have any questions about the tax consequences of the proposed settlement.

Checks will be valid for one hundred and eighty (180) days. If you don't cash it by the void date, your check will be automatically cancelled, and the Administrator shall send the funds associated with uncashed checks to the California Controller's Unclaimed Property Fund in the name of the Class Member. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the fund for instructions on how to retrieve your money. **Class Members will be bound by the Settlement even if they do not cash their settlement checks.**

You should immediately notify the Administrator if you move or otherwise change your mailing address.

4. WHAT AM I RELEASING AS A CLASS MEMBER UNDER THE SETTLEMENT?

After the Judgment is final and Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes it owes on the wage portions of the Individual Class Payments, all Class Members who do not opt out of the Settlement (*i.e.*, Participating Class Members), including Plaintiff, will fully and finally release and discharge the Released Parties from the Released Class Claims. This means that unless you opted out by validly excluding yourself from the Class settlement, you cannot sue, continue to sue or be part of any other lawsuit against the Released Parties based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this settlement.

"Released Parties" means Defendant and its present and former parent companies, subsidiaries, divisions, related or affiliated entities, and its shareholders, members, officers, directors, employees, agents, attorneys, insurers, successors and assigns, counsel in the Action, and any other individual or entity that could be liable for any of the claims released in the Settlement.

Release by Participating Class Members: All Class Members and Plaintiff, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, who do not timely opt out of the Settlement release the Released Parties from any and all claims that were alleged in the First Amended Complaint and any and all claims that reasonably could have been alleged based on the facts and allegations alleged in the First Amended Complaint, including but not limited to claims for unpaid wages, damages, penalties, attorneys' fees, costs, and/or any other relief arising out of alleged (1) failure to pay all wages, including overtime and minimum wages, (2) failure to provide meal periods; (3) failure to authorize and permit rest breaks; (4) failure to timely pay all wages upon termination; (5) failure to timely pay all wages during employment; (6) failure to provide accurate wage statements; (7) failure to reimburse business expenses; and (8) unfair competition, that arose during the Class Period (collectively, the "Released Class Claims").

The definition of "Released Class Claims" for the Class Members shall expressly exclude all claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, or all claims based on facts occurring outside of the Class Period.

5. WHAT AM I RELEASING AS AN AGGRIEVED EMPLOYEE UNDER THE SETTLEMENT?

After the Judgment is final and Defendant fully funds the entire Gross Settlement Amount (and all employer payroll taxes owed on the wage portions of the Individual Class Payments), all Aggrieved Employees will fully and finally release and discharge the Released Parties from the Released PAGA Claims. Released Parties are defined in Section 4 of this Notice, above. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the class settlement cannot sue, continue to sue or be part of any other lawsuit against the Released Parties based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this settlement.

PAGA Released Claims: All Aggrieved Employees and the State of California (including the LWDA) are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys,

administrators, successors and assigns, the Released Parties from all causes of action and claims for civil penalties or any other relief under the California Labor Code Private Attorneys General Act of 2004, which include any and all claims that were alleged in the First Amended Complaint or Plaintiff's PAGA notice, and any and all claims that reasonably could have been alleged based on the facts and allegations alleged in the First Amended Complaint and Plaintiff's PAGA notice, including but not limited to PAGA claims for penalties, attorneys' fees, costs, and/or any other relief arising out of alleged (1) failure to pay all wages, including overtime and minimum wages, (2) failure to provide meal periods; (3) failure to authorize and permit rest breaks; (4) failure to timely pay all wages upon termination; (5) failure to timely pay all wages during employment; (6) failure to provide accurate wage statements; (7) failure to reimburse business expenses; and (8) unfair competition, that arose during the PAGA Period (collectively, the "Released PAGA Claims").

AGGRIEVED EMPLOYEES CANNOT OPT-OUT OF THE PAGA SETTLEMENT OR THE RELEASE OF RELEASED PAGA CLAIMS, AND THEY WILL RECEIVE AN INDIVIDUAL PAGA PAYMENT EVEN IF THEY OPT-OUT OF THE CLASS SETTLEMENT.

6. WHAT IF I DO NOT WANT TO PARTICIPATE IN THE CLASS SETTLEMENT?

You have the right to request exclusion (i.e., opt out) from the Settlement as a Class Member, with regard to the settlement of Released Class Claims, but you are not able to exclude yourself as an Aggrieved Employee. If you wish to exclude yourself from the Class Settlement, you must mail a Request for Exclusion to the Administrator at the address listed in Section 3 of this Notice, above. The Request for Exclusion must be valid and timely.

To be valid, the Request for Exclusion must (1) include your full name, address, telephone number, and signature, and a written statement requesting to be excluded from the Settlement; (2) state the case name and number of the Action (i.e., *Edward Ontiveros v. FreshPoint San Francisco, Inc.*, Los Angeles County Superior Court Case No. 24STCV15791); and (3) be mailed to the specified physical address of the Administrator. To be timely, the Request for Exclusion must be postmarked no later than the [Response Deadline]. The postmark date will be the exclusive means of determining whether a Request for Exclusion has been timely submitted. You may complete and submit this form to exclude yourself from the Settlement. It is your responsibility to ensure the Administrator timely receives your Request for Exclusion. **Unless you timely and validly request to be excluded from the Settlement, you will be bound by the Final Judgment upon Final Approval.**

Class Members who request to be excluded from the Settlement will NOT receive their Individual Class Payment and will not release any of the Released Class Claims. However, Class Members who are Aggrieved Employees will receive their Individual PAGA Payment and will release the Released PAGA Claims, regardless of whether they submit a Request for Exclusion.

7. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement or to any settlement term. If you wish to object, you may (1) appear at the Final Approval Hearing and verbally object to the Settlement or any term thereof; and/or (2) send a written Objection to the Administrator at the address listed in Section 3 of this Notice, above. The written Objection must be valid and timely. To be valid, the written Objection must (1) include your full name, address, telephone number, and signature, the contact information for any attorney representing the objecting Class Member, if any, and the factual and legal bases for the Objection, including any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; (2) state the case name and number of the Action (i.e., *Edward Ontiveros v. FreshPoint San Francisco, Inc.*, Los Angeles County Superior Court Case No. 24STCV15791); and (3) be mailed to the specified physical address of the Administrator. To be timely, the written Objection must be postmarked no later than the [Response Deadline]. The postmark date will be the exclusive means of determining whether a written Objection has been timely submitted.

Filing an objection will **not** exclude you from the Settlement. If the Court grants Final Approval of the Settlement, you will still receive an Individual Class Payment, and you will be barred from pursuing the Released Class Claims. **Do not submit both an Objection and a Request for Exclusion. You may file one or neither.** If you file neither, then you will be automatically included in the Settlement and do not need to take any further action to receive a payment.

A Participating Class Member can object (or personally retain a lawyer to object at your own expense) by attending the final approval hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this notice (immediately below) for specifics regarding the final approval hearing.

8. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Final Approval Hearing is scheduled to take place on _____, at _____ a.m. in the Superior Court of the State of California, County of Los Angeles, Department _____, located at _____. This date and time may be subject to change without notice to you. You may verify the hearing date on the following website: [ADMINISTRATOR WEBSITE]. Participating Class Members may appear in Court (or hire an attorney to appear in Court at their own expense) to offer comments and/or present verbal objections at the Final Approval Hearing.

9. WHO ARE THE ATTORNEYS?

<u>Attorneys for Plaintiff and the Class:</u>	<u>Attorneys for Defendant:</u>
<p style="text-align: center;">Kane Moon S. Phillip Song Morgan Simpson MOON LAW GROUP, PC 725 S. Figueroa St., Suite 3100 Los Angeles, California 90017 Telephone: (213) 232-3128 Facsimile: (213) 232-3125 kmoon@moonlawgroup.com psong@moonlawgroup.com msimpson@moonlawgroup.com</p>	<p style="text-align: center;">Scott P. Jang JACKSON LEWIS P.C. 50 California Street, 9th Floor San Francisco, California 94111-4615 (415) 394-9400 scott.jang@jacksonlewis.com</p> <p style="text-align: center;">Isabella L. Shin JACKSON LEWIS P.C. 160 W. Santa Clara Street, Suite 400 San Jose, California 95113 408-579-0404 isabella.shin@jacksonlewis.com</p>

The Court has permitted, for purposes of settlement, the Attorneys for Plaintiff and the Class to represent the Participating Class Members. Other than the Class Counsel Fees Payment and Class Counsel Expenses Payment approved by the Court and to be paid out of the Gross Settlement Amount, you will not be charged for their services.

10. SHOULD I GET MY OWN LAWYER?

You do not need to get your own lawyer. If you want your own lawyer to speak for you or appear in Court, you have the right to hire one, but you will have to pay for that lawyer yourself.

11. 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.

12. FURTHER INFORMATION

The foregoing is only a summary of the Settlement. For the precise terms and conditions of the Settlement and other important case documents, please see the Settlement available at www. .com, or contact Class Counsel at the address or telephone number provided in Section 9, above.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.

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