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AMENDMENT TO PAGA SETTLEMENT AGREEMENT

The PAGA Settlement Agreement ("Settlement Agreement" or "Agreement") entered into by and between Defendant Aspire Bakeries LLC fka ARYZTA LLC ("Defendant") and Plaintiff Troy Gray ("Plaintiff") on behalf of himself individually, and on behalf of all members of the Class is amended herein as follows:

Pursuant to the Court's Request, the Parties have met and conferred and hereby agree to amend Paragraph 1.10 in the Settlement Agreement to now read as follows:

> "Gross Settlement" means $250,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay any and all payments contemplated herein, including: Administration Expenses Payment; Individual PAGA Payments to Allegedly Aggrieved Employees; LWDA PAGA Payment; PAGA Counsel Fees Payment; Enhancement Award and litigation costs.

Pursuant to the Court's Request, the Parties have met and conferred and hereby agree to amend Paragraph 1.26 in the Settlement Agreement to now read as follows:

> 1.26. "Released Parties" means: Defendant and each of its former and present managers, members, shareholders, owners, officers, directors, employees, insurers, predecessors, successors, assigns, parent companies, and subsidiaries.

Pursuant to the Court's Request, the Parties have met and conferred and hereby agree to add Paragraph 1.29 to the Settlement Agreement to read as follows:

> 1.29. "Enhancement Award" means: The sum not to exceed ten thousand dollars ($10,000.00) to the named Plaintiff for prosecuting the Action on behalf of the other Allegedly Aggrieved Employees. The Enhancement Award shall be paid from the Gross Settlement Amount and will be in addition to an Individual PAGA Payment to Plaintiff. Plaintiff will be solely and legally responsible to pay any and all applicable taxes, penalties, and interest on the Enhancement Award.

Pursuant to the Court's Request, the Parties have met and conferred and hereby agree to amend Paragraph 3.2.1 in the Settlement Agreement to now read as follows:

> 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 30% which is currently estimated to be $75,000.00 and PAGA Counsel Litigation Expenses Payment not expected to exceed more than

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$21,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and shall defend and holds Defendant harmless, and shall indemnify Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

Pursuant to the Court's Request, the Parties have met and conferred and hereby agree to amend Paragraph 3.2.3 in the Settlement Agreement to now read as follows:

3.2.3 To the Named Plaintiff: An Enhancement Payment not to exceed $10,000.00 to Plaintiff for taking on the role of lead plaintiff in addition to his Individual PAGA Payment. If any part of the Enhancement Payment is not approved or is reduced by the Court, any amount not approved shall be returned to the Net Settlement Amount.

IT IS SO AGREED.

DATED: 6/12/2025

By: DocuSigned by: _____
34B9F9847F254AF...
Plaintiff TROY GRAY

DATED:

By: _____
Defendant ASPIRE BAKERIES LLC fka ARYZTA LLC

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$21,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and shall defend and holds Defendant harmless, and shall indemnify Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

Pursuant to the Court's Request, the Parties have met and conferred and hereby agree to amend Paragraph 3.2.3 in the Settlement Agreement to now read as follows:

3.2.3 To the Named Plaintiff: An Enhancement Payment not to exceed $10,000.00 to Plaintiff for taking on the role of lead plaintiff in addition to his Individual PAGA Payment. If any part of the Enhancement Payment is not approved or is reduced by the Court, any amount not approved shall be returned to the Net Settlement Amount.

IT IS SO AGREED.

DATED:

By: _____
Plaintiff TROY GRAY

DATED: 6/12/2025

By: DocuSigned by: Chris Woo DBF909A8C41D4AF...
Defendant ASPIRE BAKERIES LLC fka ARYZTA LLC