

1 **SECOND AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

2 This Second Amendment to Class Action and PAGA Settlement Agreement is entered into
3 between Plaintiff Adalberto Dubon (“Plaintiff”) and Defendant Ventura Foods, LLC (“Defendant”)
4 (collectively, the “Parties”) pursuant to Section 12.9 of the Class Action and PAGA Settlement
5 Agreement (“Original Agreement”) entered into between the Parties on January 28, 2026.

6 **A. Section 1.40 of the Original Agreement is hereby amended to state as follows:**

7 “Released Parties” means Defendant and all of its present and former parent companies,
8 shareholders, officers, directors, employees, and successors and assigns.”

9 **B. Section 4.4.3 of the Original Agreement is hereby amended to state as follows:**

10 “For any Class Member whose Individual Settlement Award check or Individual PAGA
11 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds
12 to the Controller of the State of California to be held pursuant to the Unclaimed Property Law,
13 California Civil Code § 1500 *et seq.*, in the name of the Class Member and/or Aggrieved Employee to
14 whom the check was issued, until such time that they claim their property.”

15 In all other respects, the provisions of the Original Agreement entered into between the Parties
16 on January 28, 2026 remain in full force and effect.

17 **IT IS SO AGREED:**

18 Dated: Aug 28, 2026

 Adalberto Dubon (Aug 28, 2026 11:36:51 PDT)
19 Plaintiff Adalberto Dubon

20
21 Dated:

22 Defendant Ventura Foods, LLC

23 By: Rebecca J. Walsh
24 Its: Executive Vice President, Chief Legal and
25 Compliance Office

1 **SECOND AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

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17 **IT IS SO AGREED:**

18 Dated:

19 _____
Plaintiff Adalberto Dubon

20
21 Dated: August 27, 2026

22 

Defendant Ventura Foods, LLC

23 By: Rebecca J. Walsh
24 Its: Executive Vice President, Chief Legal and
25 Compliance Office
26
27
28

1 **AGREED AS TO FORM:**

2 **HAINES LAW GROUP, APC**

3 Dated: 08/28/2026

4 By: 
5 Paul Haines
6 Sean M. Blakely
7 Attorneys for Plaintiff Adalberto Dubon

8 **JACKSON LEWIS P.C.**

9 Dated:

10 By: _____
11 Nicky Jatana, Esq.
12 Trevor Witt, Esq.
13 Attorneys for Defendant Ventura Foods, LLC
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2 **HAINES LAW GROUP, APC**

3 Dated:

4 By:

Paul Haines
Sean M. Blakely
Attorneys for Plaintiff Adalberto Dubon

6 **JACKSON LEWIS P.C.**

7 Dated: August 27, 2026

8 By:

9 
Nicky Jatana, Esq.
Trevor Witt, Esq.
Attorneys for Defendant Ventura Foods, LLC