## CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

1. This Class Action Settlement Agreement and Release (the "Settlement Agreement," "Settlement" or "Agreement") is entered into between Plaintiff Philip Esposito ("Plaintiff"), individually and on behalf of all other similarly-situated persons, and Defendant Fish Six Restaurant Corp. *dba* The Melt ("Defendant"), subject to the approval of the Court. Plaintiff and Defendant are collectively referred to as the "Parties."

## DEFINITIONS

2. The following terms used in this Settlement Agreement shall have the meanings ascribed to them below:

a. "Action" means the above-captioned action, *Esposito v. Fish Six Restaurant Corp dba The Melt*, Superior Court of California, County of San Francisco, Case Number CGC-20-582809.

b. "Aggrieved Employees" means all current and former hourly, non-exempt employees who worked for Defendant in California any time during the PAGA Period.

c. "Class" or "Class Members" means all current and former hourly, non-exempt employees who worked for Defendant in California any time during the Class Period and who are part of at least one of the six following subclasses the Court certified on July 22, 2024:

(1) "Rest Break Premium Subclass' meaning all Class Members who, during the Class Period, worked at least one shift of three and one-half hours or more, but did not receive a rest break premium for missed, short, late and/or interrupted rest breaks.

(2) "Meal Break Premium Subclass" meaning all Class Members who, during the Class Period, worked at least one shift of more than five hours, but did not receive a meal period premium for missed, short, late, and/or interrupted meal periods."

(3) "Unpaid Off-The-Clock Subclass" meaning all Class Members who, during the Class Period, performed donning, doffing and handwashing work for Defendant's benefit while off-the-clock and for which they were not paid."

(4) "Unpaid Overtime Subclass" meaning all Class Members who, during the Class Period, earned non-discretionary bonuses, shift premiums, reward payments, and/or pandemic/COVID, which was not used to calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime wages."

(5) "Failure to Timely Pay Wages Due Subclass" meaning all Class Members who, during the Class Period, ended employment with Defendant but were not provided payment of all wages within 72 hours."

(6) "Failure to Provide Accurate Wage Statements Subclass" meaning all Class Members who received a wage statement during the Class Period which did not reflect all requirements set forth in Labor Code § 226(a)."

d. “Class Counsel” means Schneider Wallace Cottrell Konecky LLP and Lawyers for Justice, P.C (“LFJ”).

e. “Class Counsel’s Costs” refers to the amount of reasonable litigation expenses Class Counsel incurred in connection with this Action, which shall not exceed $107,609.55, including their pre-filing investigation, their filing of the Action and all related litigation activities, and all post-Settlement compliance procedures.

f. “Class List” means a list of Class Members that Defendant will compile from their records containing each Class Member’s: full name; last known mailing address; last known email address; last known telephone number; Social Security number; and start and end dates of employment.

g. “Class Period” means any time between February 7, 2016 and June 16, 2025.

h. “Court” means the Superior Court of California, County of San Francisco.

i. “Defendant’s Counsel” means Wilson Elser Moskowitz Edelman & Dicker LLP.

j. “Effective Date” means the date of the later of (a) if there are no objections submitted, entry by the Court of a final approval order and judgment finally certifying the Settlement Class and approving the settlement, (b) if there are objections to the settlement, thirty-five (35) calendar days after the Court enters a final approval order and judgment approving the settlement, or (c) if any appeal, writ, or other appellate proceeding opposing the Court’s final approval order approving the settlement has been filed, five (5) business days after any appeal, writ, or other appellate proceedings opposing the settlement have been finally and conclusively dismissed with no right to pursue further remedies or relief.

k. “Fee Award” means the award of attorneys’ fees that the Court authorizes to be paid to Class Counsel for the services they rendered to Plaintiff, the Participating Class Members, the State of California and the Aggrieved Employees in the Action. Class Counsel will not seek more than thirty-five percent of the Gross Settlement Amount as their Fee Award.

l. “Final” shall mean, with respect to a judgment or order, that the judgment or order is final and appealable and either (a) no appeal, motion, or petition to review or intervene has been taken with respect to the judgment or order as of the date on which all times to appeal, move, or petition to review or intervene therefrom have expired, or (b) if an appeal, motion or petition to intervene or other review proceeding of the judgment or order has been commenced, such appeal, motion or petition to intervene or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of certiorari or otherwise, and such appeal or other review has been finally resolved in such manner that affirms the judgment or order in its entirety. Notwithstanding the foregoing, any proceeding, order, or appeal pertaining solely to the award of attorneys’ fees, attorneys’ costs, or any Service Award shall not by itself in any way delay or preclude the judgment from becoming a final judgment or the Settlement from becoming “Effective.”

m. “Final Approval” or “Final Approval Order” means the Court’s Final Approval Order approving the Settlement and entering judgment.

n. “Final Approval Hearing” means the hearing to be held by the Court to consider the Final Approval of the Settlement.

o. “Gross Settlement Amount” means the non-reversionary total amount of One Million Five Hundred Thousand Dollars ($1,500,000.00) that Defendant shall pay in connection with this Settlement, plus any amounts paid pursuant to the Escalator Clause in Section 27.b below, and any interest earned on such funds once deposited by Defendant, in exchange for the release of the Settlement Class Members’ and Aggrieved Employees’ Released Claims.. The Gross Settlement Amount includes: (a) all Settlement Awards to Settlement Class Members; (b) PAGA Payment; (c) Service Award; (d) Attorneys’ Fees and Costs to Class Counsel, and (e) Settlement Administration Costs to the Settlement Administrator. Defendant will pay the employer’s portion of payroll taxes on Settlement Awards to Class Members (“Defendant’s Payroll Taxes”) separately and in addition to the Gross Settlement Amount. There will be no reversion.

p. “Net PAGA Amount” means the Twenty-Five Percent (25%) of the PAGA Payment, or Eighteen Thousand Seven Hundred Fifty Dollars ($18,750.00), to be paid to the Aggrieved Employees.

q. “Net Settlement Amount” means the Gross Settlement Amount less: (i) Service Awards; (ii) Fee Award; (iii) Class Counsel’s Costs; (iv) Settlement Administrator Costs; (v) the payment to Labor and Workforce Development Agency (“LWDA”) for its share of PAGA penalties; (vi) and the Net PAGA Amount. The Parties acknowledge that all of these amounts are subject to the Court’s approval.

r. “Notice Deadline” means the date thirty (30) days after the Settlement Notice is initially mailed to the Class. Class Members shall have until the Notice Deadline to object to, or opt-out of, the Settlement.

s. “PAGA Payment” means Seventy-Five Thousand Dollars ($75,000) in civil penalties under the Private Attorneys’ General Act (“PAGA”).

t. “PAGA Period” means any time between May 13, 2020 and June 16, 2025.

u. “Participating Class Members” means all current and former hourly, non-exempt employees who worked for Defendant in California any time during the Class Period, excluding any opt-outs.

v. “Preliminary Approval” or “Preliminary Approval Order” means the Court’s Preliminary Approval Order preliminarily approving the terms and conditions of this Agreement.

w. “Qualified Settlement Fund” means a qualified settlement fund under Section 468B of the Internal Revenue Code established by the Settlement Administrator for the purpose of administering this Settlement.

x. “Releasees” or “Released Parties” means Defendant Fish Six Restaurant

Corp dba The Melt and all of its parent companies, subsidiaries, divisions, concepts, related or affiliated companies, and its respective shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity that could be liable for any of the Released Claims.

y. "Service Award" means the payment to Plaintiff for his efforts in bringing and prosecuting this matter. The Service Award will not exceed the following amount: Ten Thousand Dollars ($10,000.00) for Plaintiff.

z. "Settlement Administrator" means Phoenix Settlement Administrators ("Phoenix"), the third-party class action settlement administrator that will handle the administration of this Settlement, subject to approval by the Court.

aa. "Settlement Administrator Costs" refer to the costs the Settlement Administrator will incur to distribute the Settlement Notice and Settlement Awards, which are estimated not to exceed Twenty Seven Thousand Five Hundred Dollars ($27,500.00).

bb. "Settlement Award" means the payment that each Participating Class Member and Aggrieved Employee shall be entitled to receive pursuant to the terms of this Agreement.

cc. "Settlement Notice" means the Notice of Class Action Settlement to the Settlement Class Members and Aggrieved Employee substantially in the form as Exhibit A attached hereto, or as approved by the Court.

## RECITALS

3. On February 3, 2020, plaintiff Kendrick Hopkins (later dismissed without prejudice) provided written notice to the LWDA of his intent to pursue claims under California Private Attorneys General Act ("PAGA") § 2699 against Defendant ("PAGA Notice").

4. On February 7, 2020, plaintiff Kendrick Hopkins filed this action against Defendant in the Superior Court of California, County of San Francisco, Case No. CGC-20-582809, asserting claims as a class pursuant to California labor laws.

5. On April 8, 2020, plaintiff Kendrick Hopkins filed a First Amended Complaint

6. On August 28, 2023, plaintiff Kendrick Hopkins filed a Second Amended Complaint adding Plaintiff Philip Esposito as a named representative in this action.

7. On October 26, 2023, Plaintiff Hopkins was dismissed from this action without prejudice.

8. On July 22, 2024, Plaintiff's Class Certification Motion was granted in part, certifying the following six subclasses of Defendant's workers in California: (1) no rest break premium; (2) no meal break premium; (3) unpaid off-the-clock donning, doffing, and handwashing; (4) unpaid overtime; (5) failure to timely pay wages due; and (6) failure to provide accurate wage statements.

9. On April 17, 2025, the Parties conducted a full day mediation session which was remotely held before employment mediator Doug Leach. The Parties reached a settlement immediately following the mediation by way of accepting a mediator's proposal.

10. Class Counsel has made a thorough and independent investigation of the facts and law relating to the allegations in the Action. In agreeing to this Settlement Agreement, Plaintiff has considered: (a) the facts developed during pre-mediation, informal discovery and the Parties' mediation process and the law applicable thereto; (b) the attendant risks of continued litigation and the uncertainty of the outcome of the claims alleged against Defendant; and (c) the desirability of consummating this Settlement according to the terms of this Settlement Agreement. Plaintiff has concluded that the terms of this Settlement are fair, reasonable and adequate, and that it is in the best interests of Plaintiff and the Settlement Class (as defined above) to settle their claims against Defendant pursuant to the terms set forth herein.

11. Defendant denies the allegations in the Action and denies any and all liability. This Settlement Agreement shall not be construed as an admission by Defendant or any of the Releasees (as defined above) of any fault, liability or wrongdoing, which Defendant expressly denies.

12. The Parties recognize that notice to the Settlement Class of the material terms of this Settlement, as well as Court approval of this Settlement, are required to effectuate the Settlement, and that the Settlement will not become operative until the Court grants final approval of it, Settlement becomes Final, and the Settlement Effective Date occurs.

13. The Parties stipulate and agree that, for settlement purposes only, the requisites for establishing class certification pursuant to CAL. CIV. CODE PROC. § 382 are met. Should this Settlement not be finally approved, such stipulation to certification shall become null and void and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not class certification would be appropriate in a non-settlement context. Defendant denies that class action treatment is appropriate in the litigation context or for trial.

14. In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, IT IS HEREBY AGREED, by and between the undersigned, subject to the Final Approval of the Court and the other conditions set forth herein, that Plaintiff's, the Settlement Class's, and the Aggrieved Employees' claims as described herein against Defendant shall be settled, compromised and dismissed, on the merits and with prejudice, and that the Plaintiff's, the Settlement Class's, and the Aggrieved Employees' Released Claims shall be finally and fully compromised, settled and dismissed as to the Defendant and Releasees, in the manner and upon the terms and conditions set forth below.

## **RELEASES**

15. In exchange for the consideration set forth in this Settlement Agreement, Plaintiff, Participating Class Members and the Aggrieved Employees agree to release all claims as set forth herein as applicable.

16. **Settlement Class Members' Released Claims.** Upon Final Approval of the Settlement Agreement and payment of amounts set forth herein, and except as to such rights or claims as may be created by this Settlement Agreement, Plaintiff and all Participating Class

Members shall and hereby do release and discharge all Releasees, finally, forever and with prejudice, from the claims during the Class Period as follows:

a. **<u>Releases By Participating Class Members</u>:** Participating Settlement Class Members release the Releasees from all certified class claims alleged in Plaintiff's Second Amended Complaint filed in the Action arising between February 7, 2016 and June 16, 2025 including California Labor Code §§ 200, 204, 255.5, 256 (failure to compensate for all hours worked), §§ 558, 1182.12, 1194, 1197, 1197.1 & 1198 (failure to pay minimum wage), § 510 (failure to pay overtime wages); §§ 226.7 & 512 (failure to authorize and permit rest periods and/or make available meal periods), §§ 226, 226.3 & 226.6 (failure to provide timely and accurate itemized wage statements), and §§ 201-203 (waiting time penalties). The Parties agree that the judgment and release of claims provided herein shall have *res judicata* effect.

b. **<u>Releases of PAGA Claims</u>.** The State of California, and, to the fullest extent permitted by law, Aggrieved Employees, release the Releasees from all claims for PAGA-related penalties asserted in the PAGA Notice and the Second Amended Complaint filed in this Action arising during the PAGA Period including, without limitation, those for penalties under California Labor Code §§ 200, 204, 255.5, 256 (failure to compensate for all hours worked), §§ 558, 1182.12, 1194, 1197, 1197.1 & 1198 (failure to pay minimum wage), § 510 (failure to pay overtime wages); §§ 226.7 & 512 (failure to authorize and permit rest periods and/or make available meal periods), §§ 226, 226.3 & 226.6 (failure to provide timely and accurate itemized wage statements), and §§ 201-203 (waiting time penalties), 1174 (failure to keep complete and accurate payroll records), 2802 (failure to reimburse necessary business-related expenses and costs) and 2699 et seq (PAGA penalties).

17. **<u>Plaintiff's Released Claims</u>.** In addition to the releases made in Section 16 above, in the event a Service Award is awarded to Plaintiff, Plaintiff, in consideration of the Service Award shall and hereby does release and discharge Releasees, finally, forever and with prejudice, from all claims that could be or are asserted based upon any theory or facts whatsoever, arising at any time up to and including the date of the execution of this Settlement Agreement, for any type of relief, including, without limitation, claims for discrimination, harassment, unlawful retaliation, violation of public policy, common law torts, express or implied contracts, negligence or other claims based upon federal, state or local laws or regulations, as well as claims for minimum, straight time, or overtime wages, premium pay, business expenses, other damages, penalties (including, but not limited to, waiting time penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief, and, upon Final Approval, Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits he may otherwise have had relating to the Plaintiff's Released Claims pursuant to Section 1542 of the California Civil Code, which provides as follows:

> 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 understands Section 1542 gives the right not to release existing claims of which he is not now aware unless Plaintiff voluntarily choose to waive this right. Having been so apprised, Plaintiff nevertheless voluntarily waives the rights described in Section 1542 and elects to assume all risks for unknown claims that now exist in his favor, known or unknown. The release of claims by Plaintiff as set forth herein is a condition precedent to enforcement of the Settlement Agreement. Notwithstanding the foregoing, the general release of claims by Plaintiff does not extend to claims for worker's compensation benefits, unemployment benefits or other claims that may not be released by law.

## NOTICE AND SETTLEMENT IMPLEMENTATION

18. The Parties agree to the following procedures for obtaining Preliminary Approval of the Settlement, certifying the Class, and notifying the Class of this Settlement:

a. **Request for Preliminary Approval Order.** Plaintiff shall file an Unopposed Motion for Preliminary Approval of Settlement Agreement, requesting that the Court preliminarily approve the Settlement Agreement and its terms; approve the proposed form of the Settlement Notice and find that the proposed method of disseminating the Settlement Notice meets the requirements of due process and is the best notice practicable under the circumstances; set a date for Plaintiff's motion for Final Approval of the Settlement, and approval of the requested Service Award, Fee Award, Class Counsel's Costs, and Settlement Administrator's Costs; and set a date for the Final Approval Hearing. Defendant agrees to provide confirmatory financial discovery to Plaintiff's counsel to facilitate the drafting and submission of Plaintiff's Unopposed Motion for Preliminary Approval of Settlement Agreement.

b. **Notice.** The Settlement Administrator shall be responsible for preparing, printing, mailing, and emailing the Settlement Notice to all Class Members. The Settlement Administrator will also create a website for the Settlement, which will allow Class Members to view the Class Notice (in generic form), this Settlement Agreement, and all papers filed by Class Counsel to obtain preliminary and final approval of the Settlement Agreement. Additionally, the Settlement website will provide contact information for Class Counsel and the Settlement Administrator. The Settlement Administrator will provide Class Counsel and Defendant's counsel with a preview of the proposed website. Class Counsel must approve the website before it goes live and also must approve any modifications to the website. The Settlement Administrator shall also create a toll-free call center to field telephone inquiries from Class Members during the notice and settlement administration periods. The Settlement Administrator will be directed to take the website and call center down after the 180-day check cashing period for Settlement Award Checks.

c. Within ten (10) business days after the Court's Preliminary Approval of the Settlement, Defendant shall provide the Class List to the Settlement Administrator .

d. In order to provide the best notice practicable, prior to mailing the Settlement Notice, the Settlement Administrator will take reasonable efforts to identify current addresses via public and proprietary systems.

e. Within ten (10) business days after receiving the contact information for the Class Members and Aggrieved Employees, the Settlement Administrator shall mail and email (if email addresses are available) the agreed-upon and Court-approved Settlement Notice to Class Members and Aggrieved Employees. The Settlement Administrator shall provide notice to Class Counsel and Defendant's Counsel that the Settlement Notice has been mailed.

f. Any Settlement Notice returned to the Settlement Administrator with a forwarding address shall be re-mailed within three (3) business days following receipt of the returned mail. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and shall re-mail the Notice of Settlement. In no circumstance shall such re-mailing extend the Notice Deadline.

g. Within ten (10) business days after the Notice Deadline, the Settlement Administrator shall provide Defendant's Counsel and Class Counsel, respectively, a report showing: (i) the names of Class Members and Aggrieved Employees; (ii) the Settlement Awards owed to each Class Member and Aggrieved Employee; (iii) the final number of Class Members who have submitted objections or valid letters requesting exclusion from the Settlement; and (iv) the number of undeliverable Notices of Settlement. Upon completion of administration of the Settlement, the Settlement Administrator shall provide written certification of such completion to counsel for all Parties and the Court. This written certification shall include the total number of Settlement Class Members and Aggrieved Employees, the average recovery per Class Member who does not request exclusion, the median recovery per Class Member who does not request exclusion, the largest and smallest amounts paid to Class Members who do not request exclusion, and the number and value of checks not cashed.

h. Defendant will not take any adverse action against any current or former employee on the grounds that he/she is eligible to participate and/or does participate in the Settlement. Defendant will not discourage participation in this Settlement Agreement or encourage objections or opt-outs.

i. Within ten (10) business days after the conclusion of the 180-day check cashing period below, the Settlement Administrator shall provide Defendant's Counsel and Class Counsel, respectively, a report regarding the total amount of any funds that remain from checks that are returned as undeliverable or are not negotiated.

19. **<u>Disputes Regarding Workweeks</u>**. To the extent that any Class Member disputes the number of workweeks that the Class Member worked, as shown in his or her Settlement Notice, such Class Members may produce evidence to the Settlement Administrator establishing the dates they contend to have worked for Defendant. The deadline for Class Members to submit disputes pursuant to this paragraph is the Notice Deadline (disputes must be postmarked by the Notice

Deadline). Unless the Class Member presents convincing evidence proving he or she worked more workweeks than shown by Defendant's records, his/her Settlement Award will be determined based on Defendant's records. The Settlement Administrator shall notify counsel for the Parties of any disputes it receives. Defendant shall review its records and provide further information to the Settlement Administrator, as necessary. The Settlement Administrator shall provide a recommendation to counsel for the Parties. The Settlement Administrator will notify the disputing Class Member of the decision.

20. **Objections.** The Settlement Notice shall provide that Class Members who wish to object to the Settlement must, on or before the Notice Deadline, file with the court and serve upon Class Counsel and Defendant's Counsel a written statement objecting to the Settlement. Such objection shall not be valid unless it includes the information specified in the Settlement Notice. The statement must be signed personally by the objector, and must include the objector's name, address, telephone number, email address (if applicable), the factual and legal grounds for the objection, and whether the objector intends to appear at the Final Approval Hearing. The Settlement Notice shall advise Class Members that objections shall only be considered if the Class Member has not opted out of the Settlement. No Class Member shall be entitled to be heard at the Final Approval Hearing (whether individually or through counsel), unless written notice of the Class Member's intention to appear at the Final Approval Hearing has been filed with the Court and served upon Class Counsel and Defendant's Counsel on or before the Notice Deadline and the Class Member has not opted out of the Settlement. This requirement may be excused by the Court upon a showing of good cause. The postmark date of mailing to Class Counsel and Defendant's Counsel shall be the exclusive means for determining that an objection is timely mailed to counsel. If postmark dates differ, the later of the two postmark dates will control. Absent good cause found by the court, persons who fail to make timely written objections in the manner specified above shall be deemed to have waived any objections and oppositions to the Settlement's fairness, reasonableness and adequacy, and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to object to the settlement, or appeal from any order of the Court that is consistent with the terms of this Settlement.

21. **Requests for Exclusion.** The Settlement Notice shall provide that Class Members, other than Plaintiff, who wish to exclude themselves from the Settlement ("opt out") must mail to the Settlement Administrator a written statement indicating that they do not wish to participate or be bound by the Settlement. The written request for exclusion must contain the Class Member's full name, address, telephone number, email address (if applicable), and last four digits of their social security number, and must be signed individually by the Class Member. No opt-out request may be made on behalf of a group. Such written statement must be postmarked by the Notice Deadline. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to exclude themselves from the settlement.

22. **Cure Period.** In the event any request for exclusion is timely submitted but does not contain sufficient information to be valid, the Settlement Administrator shall provide the Class Member, within seven (7) calendar days, a letter requesting the information that was not provided and giving the Class Member fourteen (14) days from the mailing of such cure letter to respond. Any invalid submission that is not timely cured will be considered a nullity.

23. **Final Approval Hearing.** Class Counsel will be responsible for drafting the Unopposed Motion for Final Approval of Settlement Agreement, and approval of the requested

Service Awards, Fee Award, Class Counsel's Costs, and Settlement Administrator's Costs to be heard at the Final Approval Hearing. Class Counsel shall provide Defendant's Counsel a copy of a draft Unopposed Motion for Final Approval of Settlement Agreement. Plaintiff shall request that the Court schedule the Final Approval Hearing no earlier than thirty (30) days after the Notice Deadline to determine final approval of the settlement and to enter a Final Approval Order:

a. finding dissemination of the Settlement Notice was accomplished as directed and met the requirements of due process;

b. approving the Settlement as final and its terms as a fair, reasonable and adequate;

c. approving the payment of the Service Award to Plaintiff;

d. approving Class Counsel's application for an award of attorneys' fees and reimbursement of out-of-pocket litigation costs and expenses;

e. directing that the Settlement funds be distributed in accordance with the terms of this Settlement Agreement;

f. directing that the Action be dismissed finally, fully, forever and with prejudice and in full and final discharge of any and all Settlement Class Members' Released Claims; and

g. retaining continuing jurisdiction over this Action for purposes only of overseeing all settlement administration matters.

24. **Post Judgment Report.** At the conclusion of the 180-day check cashing period for the last monthly installment set forth below in Section 25.c.ii, and following receipt of the Settlement Administrator's report showing the total funds that were actually paid to Settlement Class Members, Class Counsel shall submit a post-judgment report to the Court of regarding any funds that remain from checks that are returned as undeliverable or are not negotiated.

## SETTLEMENT FUNDS AND AWARD CALCULATION

25. **Gross Settlement Amount.**

a. **Funding of Settlement.** The Gross Settlement Amount shall be paid by Defendant into the Settlement Administrator's interest-bearing Qualified Settlement Fund in twenty-five (25) installments:

i. The "First Installment" of Five Hundred Thousand Dollars ($500,000) shall be paid by February 1, 2026, or 21 days after final approval by the court, whichever is later.

ii. Defendant shall also pay the corresponding amount of Defendant's Payroll Taxes for the First Installment into the Settlement Administrator's interest-bearing Qualified Settlement Fund by February 1, 2026, or 21 days after final approval by the court, or 21 days from the date the Settlement Administrator advises of the calculated amount due under Section 33, whichever is later.

iii. The remaining balance of $1,000,000 will be paid in 24 equal monthly installments of $41,666.67, commencing on the 15th of the month following the month of the First Installment.

iv. Defendant shall also pay the corresponding amount of Defendant's Payroll Taxes for each monthly installment of $41,666.67 into the Settlement Administrator's interest-bearing Qualified Settlement Fund by the 15th of the month or 21 days from the date the Settlement Administrator advises of the calculated amount due under Section 33, whichever is later.

v. Defendant agrees that if three or more monthly installment payments are late, the entire remaining balance of the settlement amount will be immediately due and payable. A monthly installment payment will be deemed late if it is more than five (5) calendar days past the due date of the 15th of the month. Plaintiff would then be entitled to enforce the judgement and pursue collections efforts for any unpaid balance. If this provision is triggered, Defendant will be responsible for Plaintiff's attorneys' fees and costs associated with the enforcement and collection efforts.

vi. Only the Settlement Administrator shall have access to the Qualified Settlement Fund. Defendant shall not have access to the Gross Settlement Amount, or to any earned interest, once those funds are deposited into the interest-bearing Qualified Settlement Fund. The Gross Settlement Amount is fully non-reversionary.

b. **Escalator Clause.** Defendant estimates that there were approximately 95,241 workweeks for approximately 2,808 employees for the period of February 7, 2016, through June 16, 2025. Plaintiff is entering into this Settlement Agreement based on such representations. In the event it is determined that the actual number of employees exceeds 2,808 or the actual number of workweeks exceeds 95,241 by more than ten percent (10%) during the Class Period, Defendant will have the option of either: (a) increasing the Gross Settlement Amount proportionally; or (b) shortening the release period so that there is no increase in the amount.

c. **Disbursement by Settlement Administrator.** All disbursements shall be made from the Qualified Settlement Fund after the Court issues an order granting final approval of the Settlement. The Settlement Administrator shall be the only entity authorized to make withdrawals or payments from the Qualified Settlement Fund. A total of two (2) disbursements shall be made, as follows:

i. The "First Disbursement" of Five Hundred Thousand Dollars ($500,000) shall be disbursed within five (5) business days after the scheduled First Installment, or within five (5) business days of the Effective Date, whichever is later.

ii. The "Second Disbursement" of One Million Dollars ($1,000,000) shall be disbursed within five (5) business days after the last scheduled monthly installment, or within five (5) business days of the Effective Date, whichever is later.

iii. In the event Defendant exercises the option to increase the Gross Settlement Amount proportionally pursuant to the Escalator Clause provided in Section 25.b, any such additional amount shall be disbursed at the same time as the last scheduled monthly installment, or within five (5) business days of the Effective Date, whichever is later.

26. **Payments.** Subject to the Court's Final Approval Order, the following amounts shall be paid by the Settlement Administrator from the Gross Settlement Amount:

a. **Service Award to Plaintiff.** Subject to the Court's approval, Plaintiff shall receive up to Ten Thousand Dollars ($10,000.00) in exchange for Plaintiff's Released Claims and for his efforts in bringing and prosecuting this matter. The Qualified Settlement Fund shall issue an IRS Form 1099 for this payment. This payment shall be made with the First Disbursement, pursuant to Section 25.c.i, or as soon as reasonably practicable. If the Court approves Service Award in an amount less than what Plaintiff requests, the reduction in the Service Award shall not be a basis for nullification of this Settlement. Nor shall a reduction in the Service Award in any way delay or preclude the judgment from becoming a final judgment or the Settlement from becoming Effective.

b. **Fee Awards and Costs.**

i. Subject to the Court's approval, Class Counsel shall receive a Fee Award in an amount up to thirty-five percent (35%) of the Gross Settlement Amount, or Five Hundred Twenty-Five Thousand Dollars ($525,500) which will compensate Class Counsel for all work performed in the Action as of the date of this Settlement Agreement as well as all of the work remaining to be performed, including but not limited to documenting the Settlement, securing Court approval of the Settlement, making sure that the Settlement is fairly administered and implemented, and obtaining final dismissal of the Action. This payment of attorneys' fees shall be made as follows: fifty percent (50%) of the court-approved Fee Award shall be paid to Class Counsel with the First Disbursement, pursuant to Section 25.c.i; the remaining fifty percent (50%) of the court-approved Fee Award shall be paid to Class Counsel with the Second Disbursement, pursuant to Section 25.c.ii.

ii. Subject to the Court's approval, Class Counsel shall also receive reimbursement of Class Counsels' Costs currently estimated at One Hundred Seven Thousand Six Hundred Nine Dollars and Fifty-Five Cents ($107,609.55). This payment of attorneys' costs shall be made with the First Disbursement, pursuant to Section 25.c.i.

iii. An IRS Form 1099 shall be provided to Class Counsel for the payments made to Class Counsel. Class Counsel shall be solely and legally responsible for paying any and all applicable taxes on the payment made to them.

c. **Labor and Workforce Development Agency Payment.** Subject to Court approval, the Parties agree that the PAGA Payment in the amount of Seventy-Five Thousand Dollars ($75,000.00) from the Gross Settlement Amount will be paid in settlement of all individual and representative claims brought in the Action by or on behalf of Plaintiff and the Aggrieved Employees under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et seq., "PAGA"). Pursuant to PAGA, Seventy-Five Percent (75%), or Fifty-Six Thousand Two-Hundred Fifty Dollars ($56,250.00), of this sum will be paid to the Labor and Workforce Development Agency ("LWDA") and Twenty-Five Percent (25%), or Eighteen Thousand Seven Hundred Fifty Dollars ($18,750.00), will be allocated to the Net PAGA Amount. The PAGA Payment shall be made as follows: the payment to the LWDA and the Net PAGA Amount shall be made with the Second Disbursement, pursuant to Section 25.c.ii.

d. **Settlement Administration Costs.** Settlement Administration costs of $27,500.00 shall be paid from the Gross Settlement Amount. This payment of Settlement Administration costs shall be paid to the Settlement Administrator with the First Disbursement, pursuant to Section 25.c.i. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs incurred in the administration of the Settlement.

e. **Settlement Awards to Settlement Class Members.** Settlement Awards shall be made to Participating Class Members as set forth below in Section 30. These payments shall be made to Participating Class Members as follows: the remaining funds in the Qualified Settlement Fund following distributions pursuant to Sections 26.a. to 26.d. at the time of the First Distribution shall be paid to Settlement Class Members with the First Disbursement, pursuant to Section 25.c.i; the remaining funds in the Qualified Settlement Fund following distributions pursuant to Sections 26.a. to 26.d. at the time of the Second Distribution shall be paid to Settlement Class Members with the Second Distribution, pursuant to Section 25.c.ii.

i. Any Settlement Award check that is returned to the Settlement Administrator with a forwarding address shall be re-mailed within three (3) business days following receipt of the returned mail.

ii. For only Settlement Award checks from the First or Second Distribution that remain undeliverable, the Settlement Administrator shall promptly attempt to determine a correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and shall re-mail the Settlement Award check.

27. **<u>No Claim Based Upon Distributions or Payments in Accordance with this Settlement Agreement</u>.** No person shall have any claim against Plaintiff, Defendant, Class Counsel, or Defendant's Counsel based on distributions or payments made in accordance with this Settlement Agreement.

## <u>CALCULATION AND DISTRIBUTION OF SETTLEMENT AWARDS</u>

28. **<u>Settlement Award Eligibility</u>.** All Participating Class Members shall be paid a Settlement Award from the Net Settlement Amount.

29. Any Class Member who fails to submit a timely request to exclude themselves from the Settlement by following the procedure set forth in the Settlement Notice shall automatically be deemed a Participating Class Member whose rights and claims with respect to the issues raised in the Action are determined by any order the Court enters granting final approval, and any judgment the Court ultimately enters in the Action. Any such Participating Class Member's rights to pursue any Released Claims (as defined in this Settlement Agreement) will be extinguished.

30. **<u>Settlement Award Calculations</u>.** The Settlement Administrator shall be responsible for calculating workweeks for Class Members based upon information provided in the Class List and determining the amount of the Settlement Award to be paid to each Participating Class Member and Aggrieved Employee based on the below formulas:

a. Participating Class Members shall receive a *pro rata* portion of the Net Settlement Amount as follows:

i. When calculating the individual Settlement Awards to Participating Class Members following Final Approval (for purposes of preparing Individual Settlement Payment checks), the Settlement Administrator will not include Class Members who validly request exclusion from the Settlement.

ii. For each week during which the Participating Class Member worked for Defendant at any time during the Class Period, he or she shall be eligible to receive a *pro rata* portion of the Net Settlement Amount based on the number of workweeks the Participating Class Member worked and how many subclasses the Participating Class Member is a part of. Additionally:

- Each workweek worked by a Participating Class Member who is part of the Rest Break Premium Subclass will be equal to two (2) settlement shares.

- Each workweek worked by a Participating Class Member who is part of the Meal Break Premium Subclass will be equal to two (2) settlement shares.

- Each workweek worked by a Participating Class Member who is part of the Unpaid Off-The-Clock Subclass will be equal to two (2) settlement shares.

- Each workweek worked by a Participating Class Member who is part of the Unpaid Overtime Subclass will be equal to two (2) settlement shares.

- Each workweek worked by a Participating Class Member who is part of the Failure to Provide Accurate Wage Statements Subclass will be equal to one (1) settlement share.

- Each Participating Class Member who is part of the Failure to Timely Pay Wages Due Subclass will receive one (1) settlement share.

iii. The total number of settlement shares for all Participating Class Members will be added together and the resulting sum will be divided into the Net Settlement Amount to reach a per share dollar figure. That figure will then be multiplied by each Participating Class Members' number of settlement shares to determine the Settlement Class Member's *pro rata* portion of the Net Settlement Amount.

b. Aggrieved Employees shall also receive a *pro rata* portion of the Net PAGA Amount. Class Members who validly request exclusion from the Settlement will receive a *pro rata* portion of the Net PAGA Amount. These payments shall be made as follows:

i. For any Aggrieved Employee who worked for Defendant during the PAGA Period, he or she shall be eligible to receive a *pro rata* portion of the Net PAGA Amount based on the number of pay periods the Aggrieved Employee worked. Each pay period will be equal to one (1) settlement share. The total number of settlement shares for all Aggrieved Employees will be added together and the resulting sum will be divided into the Net PAGA Amount to reach a per share dollar figure. That figure will then be multiplied by each Aggrieved Employee's number of settlement shares to determine the Aggrieved Employee's *pro rata* portion of the Net PAGA Amount.

ii. For Participating Class Members who are also Aggrieved Employees, the Participating Class Member's *pro rata* portion of the Net PAGA Amount, if any, may be added to the Participating Class Member's share of the Net Settlement Amount, to determine the Participating Class Member's Settlement Award.

31. In addition to other information contained on the Settlement Notice, the Settlement Notice shall state the estimated payment the class member is expected to receive assuming full participation of all Settlement Class Members.

32. All Settlement Award determinations shall be based on Defendant's timekeeping, payroll, and/or other records. If the Parties determine, based upon further review of available data, that a person previously identified as being a Class Member is not a Class Member, or an individual who was not previously identified as a Class Member is in fact a Class Member but was not so included, the Settlement Administrator shall promptly make such addition or deletion as appropriate.

33. **Settlement Award Allocations.** Any portion of each Settlement Award that is provided from the Net PAGA Amount shall be allocated as penalties. For the remainder of each Settlement Award, twenty percent (20%) of each Settlement Award shall be allocated as wages, and eighty percent (80%) of each Settlement Award shall be allocated as interest and penalties. Settlement Awards will be paid out to Participating Class Members subject to reduction for all employee's share of withholdings and taxes associated with the wage-portion of the Settlement Awards, for which Settlement Class Members shall be issued an IRS Form W-2. Participating Class Members will also be issued an IRS Form 1099 for the portions of the Settlement Awards that are allocated to penalties and interest. Defendant shall pay the employer's share of all required FICA and FUTA taxes on the wage portions of the Settlement Awards. The Settlement Administrator shall calculate the employer share of taxes and provide Defendant with the total employer tax contributions within the time limits prescribed by Section 25.a.i-iv. Defendant shall deposit the calculated employer tax contributions into the Qualified Settlement Fund pursuant to Section 25.a. Amounts withheld will be remitted by the Settlement Administrator from the Qualified Settlement Fund to the appropriate governmental authorities. Defendant shall cooperate with the Settlement Administrator to provide payroll tax information as necessary to accomplish the income and employment tax withholding on the wage portion of each Settlement Award, and the Form 1099 reporting for the non-wage portion of each Settlement Award.

34. Class Counsel and Defendant's Counsel do not intend this Settlement Agreement to constitute legal advice relating to the tax liability of any Class Member or Aggrieved Employee. To the extent that this Settlement Agreement, or any of its attachments, is interpreted to contain or constitute advice regarding any federal, state or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

35. The Settlement Administrator shall mail all Settlement Awards to Participating Class Members pursuant to Section 26.e. The Settlement Administrator shall then provide written certification of mailing to Class Counsel and Defendant's Counsel following the First and Second, Distributions wherein Settlement Awards to Participating Class Members are mailed pursuant to Section 26.e.

36. All Settlement Award checks shall remain valid and negotiable for one hundred eighty (180) days from the date of their issuance and may thereafter automatically be canceled if not cashed within that time, at which time the right to recover any Settlement Award will be deemed void and of no further force and effect.

a. With ninety (90) days remaining for the 180-day check cashing deadline for Settlement Award checks issued during the Second Distributions pursuant to Section 26.e.ii, a reminder letter will be sent via U.S. mail and email to those who have not yet cashed their settlement check. At the conclusion of the 180-day check cashing deadline for Settlement Award checks issued during the Second Distribution pursuant to Section 26.e.ii, Settlement Class Members who have not cashed their Settlement Award checks shall nevertheless be deemed to have finally and forever released the Plaintiff's Released Claims or Settlement Class Members' Released Claims, as applicable.

37. **Remaining Monies.** If at the conclusion of the 180-day check cashing period set forth above, any funds remain from checks that are returned as undeliverable or are not negotiated, those monies shall be distributed as follows, subject to the Court's approval:

a. Funds represented by Settlement Award checks from the First Distribution that are returned as undeliverable and Settlement Award checks from the First Distribution that are remaining uncashed for more than one hundred eighty (180) days after issuances shall be added to the respective Participating Class Member's Second Distribution, pursuant to Section 26.c.ii. Thus, Participating Class Members who fail to cash their Settlement Award checks from the First Distribution will have the uncashed amount added to their Settlement Award checks for the Second Distribution.

b. Funds represented by Settlement Award checks from the Second Distribution that are returned as undeliverable and Settlement Award checks remaining uncashed for more than one hundred eighty (180) days after issuances will be tendered to the State of California Controller's Office, Unclaimed Property Fund, in the name of the Settlement Class Member until such time as he or she claims his or her property, as allowed by law.

c. Within twenty-one (21) days after the Second Distribution, Plaintiff will file a Post-Distribution Accounting. The Post-Distribution Accounting will set forth the total settlement fund, the total number of Settlement Class Members, the total number of Settlement Class Members to whom notice was sent and not returned as undeliverable, the number and percentage of opt-outs, the number and percentage of objections, the average and median recovery per claimant, the largest and smallest amounts paid to class members, the method(s) of notice and the method(s) of payment to class members, the number and value of checks not cashed, the amounts distributed to the California State Controller Unclaimed Property Fund (if applicable), the administrative costs, the attorneys' fees and costs, the attorneys' fees in terms of percentage of the settlement fund, and the multiplier, if any.

## MISCELLANEOUS

38. **Meet and Confer on Quarterly Financials.** Following the First Installment, Defendant agrees to provide quarterly financials to Plaintiff's counsel. Defendant's counsel also agrees to meet and confer with Plaintiff's counsel in order to discuss any questions related to Defendant's financial performance, including the potential for accelerated payments. The commitment to meet and confer does not obligate either Party to alter the terms of the settlement without mutual agreement.

39. **Submissions to the LWDA.** At the same time as they submit this Class Action Settlement Agreement to the Court for Preliminary Approval, Class Counsel shall submit a copy of this Agreement to the LWDA, as required by California Labor Code § 2699(*l*)(2). Within ten (10) days following the Effective Date, Class Counsel shall submit a copy of the Final Approval Order and Judgment entered by the Court to the LWDA, as required by California Labor Code § 2699(*l*)(3).

40. **No Admission of Liability.** This Settlement Agreement and all related documents are entered into for the purposes of compromising disputed claims and to resolve the dispute and avoid the burden, expense and risk of continued litigation. Nothing in this Settlement Agreement is or shall be construed as an admission by Defendant or any of the Releasees of any fault or liability or wrongdoing.

41. **Defendant's Legal Fees.** Defendant's legal fees and expenses in this Action shall be borne by Defendant.

42. **Nullification of the Settlement Agreement.** The Parties agree to cooperate fully with each other to accomplish the terms of the Settlement, to use their best efforts to finalize the Settlement, and to use all other efforts that may become necessary by order of the Court, or otherwise, to effectuate the Settlement. In the event: (a) the Court does not preliminarily or finally approve the Settlement as provided herein; or (b) the Settlement does not become Final for any other reason; or (c) the Effective Date does not occur, the Parties agree to engage in follow up negotiations with the intent of resolving the Court's concerns that precluded approval, and if feasible, to resubmit the settlement for approval within thirty (30) days. If the Settlement is not approved as resubmitted or if the Parties are not able to reach another agreement, then either Party may void this Agreement; at that point, the Parties agree that each shall return to their respective positions on the day before this Agreement and that this Agreement shall not be used in evidence or argument in any other aspect of their litigation.

43. **Defendant's Option to Void Settlement.** If more than ten percent (10%) of the total number of Class Members submit timely and valid Requests for Exclusion / Opt-Out Requests, then Defendant shall have the option to void the Settlement in their sole discretion. To exercise this option, Defendant must send written notification to Class Counsel within fourteen (14) days of receiving a report from the Settlement Administrator informing Defendant's Counsel that the total number of timely and valid Requests for Exclusion / Opt-Out Requests is more than ten percent (10%). If Defendant chooses to exercise this option, the effect will be precisely the

same as if Final Judgment did not occur, as discussed herein, and all Settlement Administrator Costs incurred by the Settlement Administrator through that date will be paid by Defendant.

44. **Confidentiality.** The parties agree that neither Party will issue any press release or other public or non-public representation regarding the settlement other than as necessary to obtain Court approval and effectuate the terms of the settlement, which may include publicizing for explanation and assistance purposes the settlement at legal aid agencies likely to be consulted by the Class Members in order to maximize class participation and publicizing for notice and educational purposes the settlement in periodicals and/or radio stations in order to maximize class participation. Other than as specifically set forth above, the parties and their counsel agree that they will not initiate or have any contact with the press, respond to any press inquiry or have any communication with the press about this case. Class Counsel will not utilize this Settlement in any marketing or advertising materials. This does not prohibit Class Counsel from speaking to or responding to inquiries from Class Members.

45. **Inadmissibility of Settlement Agreement.** Except for purposes of settling this Action, or enforcing its terms (including that claims were settled and released), resolving an alleged breach, or for resolution of other tax or legal issues arising from a payment under this Settlement Agreement, neither this Agreement, nor its terms, nor any document, statement, proceeding or conduct related to this Agreement, nor any reports or accounts thereof, shall be construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Parties, including, without limitation, evidence of a presumption, concession, indication or admission by any of the Parties of any liability, fault, wrongdoing, omission, concession or damage.

46. **Computation of Time.** For purposes of this Agreement, if the prescribed time period in which to complete any required or permitted action expires on a Saturday, Sunday, or legal holiday (as defined by CAL. CIV. CODE PROC. §§ 12, 12a), such time period shall be continued to the following business day. The term "days" shall mean calendar days unless otherwise noted.

47. **Interim Stay of Proceedings.** The Parties agree to hold in abeyance all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement. Further, without further order of the Court, the Parties hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement.

48. **Amendment or Modification.** This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors in interest. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

49. **Entire Settlement Agreement.** This Agreement with exhibits constitutes the entire Agreement among the Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties, and covenants contained and memorialized in such documents. All prior or contemporaneous negotiations, memoranda, agreements, understandings, and representations, whether written or oral, are expressly superseded hereby and are of no further force and effect. Each of the Parties acknowledges that they have not relied on any promise, representation or warranty, express or implied, not contained in this Agreement. No rights hereunder may be waived except in writing.

50. **Authorization to Enter into Settlement Agreement.** The Parties warrant and represent that they are authorized to enter into this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel shall cooperate with each other and use their best efforts to effect the implementation of the Agreement. In the event that the Parties are unable to reach resolution on the form or content of any document needed to implement this Agreement, or on any supplemental provisions or actions that may become necessary to effectuate the terms of this Agreement, the Parties shall seek the assistance of the mediator, Doug Leach, to resolve such disagreement.

51. **Binding on Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of Plaintiffs, Defendant, the Settlement Class Members and their heirs, beneficiaries, executors, administrators, successors, transferees, successors, assigns, or any corporation or any entity with which any party may merge, consolidate or reorganize. The Parties hereto represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

52. **Counterparts.** This Agreement may be executed in one or more counterparts, including by facsimile or email. All executed counterparts and each of them shall be deemed to be one and the same instrument. All executed copies of this Agreement, and photocopies thereof (including facsimile and/or emailed copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

53. **No Signature Required by Settlement Class Members.** Only the Plaintiff will be required to execute this Settlement Agreement. The Settlement Notice will advise all Settlement Class Members of the binding nature of the release, and such shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.

54. **Cooperation and Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement; hence the drafting of this Agreement shall not be construed against any of the Parties. The Parties agree that the terms and conditions of this Agreement were negotiated at arm's length and in good faith by the Parties and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

55. **Governing Law.** All terms of this Settlement Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

56. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement and all orders and judgments entered in connection therewith, and the Parties and their Counsel submit to the jurisdiction of the Court for this purpose.

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

**PLAINTIFF:** ______________________________ Date: 08 / 14 / 2025
Philip Esposito

**APPROVED AS TO FORM BY CLASS COUNSEL:**

______________________________ Date: August 14, 2025
Carolyn Hunt Cottrell
Ori Edelstein
Michelle S. Lim
Philippe M.J. Gaudard
SCHNEIDER WALLACE
COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608

**DEFENDANT:** ______________________________ Date: _____________, 2025
On behalf of Fish Six Restaurant Corp.
dba The Melt

**APPROVED AS TO FORM BY DEFENDANT'S COUNSEL:**

______________________________ Date: _____________, 2023
Dean A. Rocco
WILSON ELSER MOSKOWITZ
EDELMAN & DICKER, LLP
555 S. Flower Street, Suite 2900
Los Angeles, CA 90071

**PLAINTIFF:** ______________________________ Date: ____________, 2025
Philip Esposito

**APPROVED AS TO FORM BY CLASS COUNSEL:**

______________________________ Date: ____________, 2025
Carolyn Hunt Cottrell
Ori Edelstein
Michelle S. Lim
Philippe M.J. Gaudard
SCHNEIDER WALLACE
COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608

**DEFENDANT:** ______________________________ Date: 8/5, 2025
On behalf of Fish Six Restaurant Corp.
dba The Melt

**APPROVED AS TO FORM BY DEFENDANT'S COUNSEL:**

______________________________ Date: August 7, 2025, 2023
Dean A. Rocco
WILSON ELSER MOSKOWITZ
EDELMAN & DICKER, LLP
555 S. Flower Street, Suite 2900
Los Angeles, CA 90071