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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

MARIA VILLARREAL and AJONEE MIMS, in a Representative capacity only, and on behalf of other members of the general public similarly situated

Plaintiff

v.

SSD MANAGEMENT II, LLC, a Delaware Limited Liability Company, SSD MANAGEMENT II, LLC, a Delaware Limited Liability Company; SSD OPERATING CO., LLC, a Delaware Limited Liability Company; SSD HOLDINGS, LLC, a Delaware Limited Liability Company; KSL CAPITAL PARTNERS, LLC, a business entity form unknown; and DOES 1-10, inclusive

~~Defendants.~~

CASE NO. 37-2021-00024334-CU-OE-CTL

DECLARATION OF ERIC K. YAECKEL IN SUPPORT OF PLAINTIFF'S *UNOPPOSED* MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Date: November 6, 2026
Time: 8:30 a.m.
Dept.: C-74
Judge: Hon. Blaine K. Bowman

I, Eric K. Yaeckel, hereby declare as follows:

1. I am an attorney licensed to practice law before this Court and am employed with the law firm of Sullivan & Yaeckel Law Group, APC, attorneys of record for Plaintiffs MARIA VILLARREAL and AJONEE MIMS in a Representative capacity only, and on behalf of other members of the general public similarly situated, in the above-captioned matter. I make this declaration in support of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement.

2. I have personal knowledge of the facts set forth in this declaration and if called to testify as a witness, I could and would do so.

Background and Investigation

3. On **June 2, 2021**, Plaintiff *Maria Villarreal* filed a Complaint alleging representative PAGA claims only, under the California Labor code, in San Diego Superior Court, Case No. 37-2021-00024334-CU-OE-CTL involving, *inter alia*, (1) failure to pay minimum wages; (2) failure to pay proper overtime compensation; (3) failure to provide meal breaks; (4) failure to provide rest breaks; (5) failure to reimburse employees for necessary business expenses; (6) failure to provide accurate itemized wage statements; and (7) failure to pay all wages to upon termination.

4. On **August 21, 2023**, Plaintiff *Ajonee Mims* filed a wage and hour class action in the Superior Court of California, County of San Diego, Case No. 37-2023-00036039-CU-OE-CTL, alleging meal and rest period violations, minimum wage and overtime violations, wage statement and final pay violations, failure to reimburse business expenses, unfair competition violations, failure to pay sick pay wages, failure to provide reasonable accommodation, and wrongful termination.

5. On **October 23, 2023**, Plaintiff *Mims* filed a representative PAGA claim in the Superior Court of California, County of San Diego, Case No. 37-2023-00046100-CU-OE-CTL, based on the same alleged violations in her wage and hour class action.

6. On **July 7, 2021** and **July 8, 2021**, Plaintiff propounded discovery requests on SSD. Through these requests, Plaintiff sought, among other information and documents, the identities of putative class members, compensation policies, Meal and Rest Period policies, employee handbooks, wage statements, payroll records, time records, job descriptions, and reimbursement

policies.

7. On **July 28, 2021**, Plaintiff propounded additional discovery requests on SSD. SSD produced, *inter alia*, Plaintiff's time and wage records, copies of the relevant employee handbooks, copies of all other relevant employee policies, the contents of Plaintiff's employee file, Plaintiff's time records, and itemized wage statements.

8. Following further substantive exchanges of informal discovery, the parties agreed to explore resolution. As part of the settlement discussions, SSD agreed to voluntarily produce hundreds of pages of documents. The production included all relevant policies. It also included a large electronic sampling of other class members' time and wage data.

9. On **February 9, 2023**, the Parties attended a Mediation before experienced "Wage and Hour" Mediator, Michael Roberts. Plaintiff *Villarreal* and Defendants were unable to reach a settlement agreement at this time.

10. Direct settlement talks continued between the parties and were facilitated at times by the Mediator. The parties then began negotiations regarding a potential global settlement that would include all of the Class and PAGA claims on behalf of *Villarreal* and *Mims*.

11. As of **October 15, 2026**, the parties agreed on all final terms of the settlement which was memorialized in the Agreement, which is attached to the declaration of Eric K. Yaeckel as **Exhibit A**. Plaintiffs now seek the Court's preliminary approval of the Agreement.

Terms of the Agreement

12. The parties agreed to use CAC Services, LLC, as the "Settlement Administrator" for purposes of providing the Notice of Class Action Settlement, issuing payments pursuant to the Agreement, and carrying out all duties pursuant to the Agreement. CAC's sole business is the administration of class action settlements and class action notices.

13. The Agreement provides for an automatic Individual Settlement Payment to the members of the Class. No claims need be submitted. Class Members will be entitled to an average share of approximately **$231.71**. The actual share will depend on the amount of workweeks and pay periods they were employed during the limitations period.

14. A true and correct copy of the parties agreed upon Class Notice is attached as **Exhibit B**.

15. The Class Representative Enhancement Payments were part of good faith negotiations and are

intended to recognize that it was the Class Representatives (Villarreal and Mims) who initiated the lawsuits, initiated the PAGA claims, provided critical documents and witnesses to their attorneys, and worked with their attorneys to propound and prepare written discovery, all in an effort to obtain money allegedly owed not only to themselves, but to hundreds of other employees.

Claims Analysis and Potential Recovery

16. Each of the primary claims also had risks to maintaining class certification and a finding of liability. If Defendants' defenses were successful, the class would not receive anything. As set forth below, Plaintiffs submit that the most realistic "best case" scenario would be an average recovery per class member of approximately **$8,025.39**, and a worst case scenario would be a recovery of $0, by way of decertification or defense verdict.

17. Given all the risks on each claim, the estimated **$231.71** average recovery secured via this settlement is a reasonable compromise and is in the best interests of the class given all the risks of continued litigation.

Damage Calculations

18. The following estimated damage calculations were completed after review of the sampling of class member time and wage records, and after interviews with Plaintiff, and other class members and consulting with an expert - the Berger Consulting Group. The breakdown of the damage and penalties calculation was calculated by Plaintiff's expert based on an estimated 51,110 workweeks and average $25.31 rate of pay as derived from the sampling produced by Defendants.

Unpaid Compensation Violations: Estimated at approximately $1.9 million. However, Plaintiff concedes the difficulties in proving "off the clock" work without any records to support the claim.

Unpaid Meal Break Premiums and Sick Pay (Regular Rate of Pay): Calculated at approximately $151,509.00 based on the sampling of documents produced.

Rest Period Policy Violations: Estimated premiums owed $42,346.00.

Labor Code § 226 Penalties: Calculated at $1,318,100.00 based on the sampling of documents produced.

Labor Code §2802 Penalties: Estimated at $83,826.00.

Labor Code § 203 Penalties: Calculated at $5,003,297.00 based on the sampling of documents produced.

"PAGA" Violations: Calculated at $6,481,650.00.

19. Based on the above, a best case recovery (which would be admittedly highly unlikely, given the factors set forth below) would be a total judgment of **$14,980,728.00.**

Relevant Case Law Supports a Further Reduction on any Recovery

20. It is my opinion that it would be *highly* unlikely to ever be awarded any amount approaching the maximum damages set forth above. To wit, the majority of the damages above are "derivative" penalties under PAGA, Labor Code § 203 and Labor Code § 226.

21. Please see the analysis of the relevant case law cited in the memorandum (pp.12) which allows significant mitigation of PAGA penalties, which prohibits stacking of multiple penalties for the same underlying conduct and declines to automatically award §§ 203 and 226 penalties for meal and rest break violations without a further evidentiary showing.

22. Our office believes a mitigation of the damages and potential PAGA penalties would be warranted here. Defendants stepped up to discuss early resolution. Defendants also committed to make changes to the challenged timekeeping and meal and rest period policies after receiving notice of this lawsuit. Also, as in the *Carrington* case (which was handled by this office), there is evidence that Defendant attempted to provide meal and rest periods *in practice*, even where the breaks were missed. Given this, it is likely that any violations by Defendant were not "willful." Finally, given the defenses raised by Defendant to maintaining this matter as a class or representative action, there was a significant risk that many of the claims would not have even been able to survive to a trial.

23. As to the ex-employee claim pursuant to Labor Code § 203, the parties agree the failure to pay "former employees" claim is derivative of the other claims. As Defendants are able to assert a "good faith dispute" for withholding any unpaid wages, it would be difficult to establish any liability for a "willful" failure to pay wages owed.

24. Given my experience, I believe it would be likely that PAGA penalties would be reduced to approximately $5 a violation, and the Court would decline to impose Labor Code § 203 and

Labor Code § 226 penalties.

25. If this happened, the realistic anticipated "best case" judgment following trial would be approximately **$14,980,728.00**. Discounting 40% for contingent costs (fees and costs award, enhancement bonus, administration, etc.), the average class member's share of this recovery would be **$8,025.39**. ($8,988,436.80 divided by 1,120 class members). Given our office's analysis, I submit this number is the most likely "best case" recovery per class member. Given all the risks on each claim the estimated **$231.71** average recovery secured via this settlement is a reasonable compromise and is in the best interests of the class given all the risks of continued litigation.

Analysis of Risk on Each Potential Claim

26. Plaintiffs' unpaid wages (and overtime) claims were based on the allegation that employees were performing unpaid work due to the SSD timekeeping system, which required employees to record their "scheduled" (not "actual") work times and perform certain time off the clock. SSD required Plaintiffs to carry cell phones and/or radios at all times during working hours, including Meal and Rest Periods, meaning that employer was still "controlling" employees' time. Moreover, Plaintiffs alleged that SSD's timekeeping system took "minutes worked" and transferred that amount to a decimal, causing other losses due to certain alleged "transitional math errors" caused by the payroll system. Plaintiffs alleged this resulted in regular time and overtime pay being owed where Defendants were on notice of work being performed without pay. Defendants adamantly denied that any unpaid work occurred, and even if some did occur, Defendants claimed it was not on notice of these alleged Labor Code violations and had a strict written prohibition against off-the-clock work and a mandate that all time worked must be accurately recorded. Defendants asserted proof of these alleged violations would require individualized inquiries, which could preclude class certification and make any PAGA claims unmanageable.

27. Plaintiffs were able to identify a multitude of examples of missing or late Meal Periods without the provision of a Meal Period penalty payment. Defendants argued that these records do not conclusively show whether (1) Defendants actually failed to provide the Meal Period, (2) there was a voluntary waiver, (3) employees forgot to clock out, or (4) employees voluntarily chose

to skip or take them late even though they were provided. Defendants further argued that evidence existed that rebutted any presumption that the same records could be used as a basis for determining liability. Additionally, in light of the written Meal and Rest Period policy, SSD contended there was no uniform policy or practice of denying Meal and Rest Periods, requiring individualized inquiries that would make any PAGA claims unmanageable.

28. Plaintiffs allege that Defendants' Rest Period policy (1) contained patently illegal language restricting employees to the work premises, and (2) lacks additional required statutory language. Plaintiffs also alleged the Defendants' written policies improperly restricted class members from leaving the premises during their Rest Periods, among other deficiencies. SSD argued that it provided for adequate breaks and that witness testimony would demonstrate that in practice, no restriction on Rest Periods (to the extent Plaintiffs alleged one existed) was ever enforced. SSD also contended individualized inquiries abound as to why individual employees may have failed to take appropriate Meal or Rest Periods.

29. As to the wage statement claims, Plaintiffs acknowledge that these claims are largely derivative, in that both the gross and net wages could be found to be inaccurate, due to the above-referenced claims. SSD argued that the failure to list gross and net wages are derivative of other claims that may ultimately fail and as a result there is no "knowing and intentional failure" to list information, which triggers liability under Labor Code §226(e).

30. The California Supreme Court has recently held that the failure to pay meal and rest period premiums ***may*** give rise to a claim for inaccurate wage statements (or waiting time penalties). However, such derivative liability is not automatic and the Plaintiffs still must show *a* "knowing and intentional" or "wilful" failure to comply with the Labor Code. See *Naranjo v. Spectrum Security Services, Inc.* (2022) 13 Cal.5th 93,109. Defendants (as with the underlying Meal and Rest Period claims) maintained individualized inquires would abound as to why breaks were missed and whether meal and rest period premiums should have been paid, requiring individualized inquiries that would make any PAGA claims unmanageable.

31. Plaintiffs contended that SSD violated Labor Code section 2802 by failing to reimburse its employees for certain costs, including cell phone costs, mileage, and other work related items.

32. Based on all of the above, my experience, and all the information within the moving papers, I

submit that this proposed Settlement is fair, adequate and reasonable. I also submit it is well within the accepted range of recoveries for similar wage and hour class actions.

Certification of the Proposed Settlement Class is Appropriate

33. Here, Defendants' records show that approximately 1,120 **class members** worked for the company during the limitations period.

34. The proposed class is ascertainable because all Class Members currently or formerly worked for Defendants as a nonexempt employee and will be identified through Defendants' employment records.

35. Here, for purposes of the Settlement, the parties agree the claims of Class Members all involve the same questions of law and fact. Namely, all class members were subject to the same employment policies and practices of Defendants.

36. The proposed class representative has no adverse interests to the class. Plaintiffs are paid based on the same formula as other class members and have claims substantially the same as all the other Class Members.

37. Here, no such "inconsistencies" exist. Each Plaintiff will be compensated based on the same "pay period" formula as all other members of the Class.

38. Additionally, any Class Member who wishes to "opt out" of the Settlement may do so and retain all of their individual rights. Therefore there is no conflict of interest between the Class Representatives and the Class Members. Thus, at least for settlement purposes, we submit the adequacy prong is met.

39. The proposed class in this case is sufficiently cohesive because, for purposes of the Settlement only, the parties have stipulated that all class certification elements are met.

40. Given that there are 1,120 individuals, it would be preferable to resolve all of the Class Members' claims by means of a class-wide settlement than to require each Class Member to litigate his or her individual claims.

Preliminary Approval of the Class Action Settlement Is Proper

41. When negotiating the Settlement, both sides took into account the strengths and weaknesses of their opponent's positions as pointed out by mediator Mike Roberts, the data available to evaluate liability and damages, the lack of data or evidence on certain issues, and the substantial

and evolving law applicable to the merits of the claims. The Agreement was only agreed to after extensive arms-length negotiations resulting in a unique compromise that permits all parties to move forward and bring this action to close. Despite a mutual desire to resolve this action, the negotiations remained at all times adversarial.

42. I believe this settlement is in the best interest of the class as it provides **(1)** a guaranteed favorable result; **(2)** guaranteed monetary recovery over a reasonably short period of time, as opposed to possibly waiting additional years for a potentially worse result; and **(3)** significant savings in attorneys' fees and costs, which would have increased had the case progressed through trial and possible appeals.

43. Without entering into the Agreement, there existed a significant chance that Defendants would prevail on the merits of some or all claims and that Class Members would receive nothing. Through the Agreement, participating Class Members receive guaranteed cash, and this action has also been the catalyst for programmatic relief.

44. If the litigation were to proceed in lieu of settlement, additional and substantial attorneys fees and costs, expert witnesses fees would quickly accumulate. Given the numerous claims being litigated, the parties may be required to hire multiple experts each (as many as 6 total). This would result in not only the production of six expert reports, but six depositions as well. And, based on previous discussions between counsel regarding the remaining claims (including the PAGA claims), I anticipated at least one motion to compel, and two dueling motions for summary judgment / adjudication (one from each side).

45. Importantly, even after engaging in all of the potential continued and protracted litigation set forth above, the putative class would continue to have no guarantee of success on any of the claims advanced in this case. Thus, the parties and their counsel believe in good faith that the proposed resolution is a fair, reasonable, and adequate compromise.

46. At the time of the settlement, a Motion for Class Certification had not been filed. As the Court never ruled on any such motion, neither side had a decided advantage in the litigation. Even if Plaintiff did obtain class certification of the claims, each claim is subject to substantial risk of a Defense verdict at trial.

47. Plaintiffs' counsel has also interviewed several Class Members in the course of investigating

and litigating this matter. Counsel has also reviewed hundreds of pages of documents produced by Defendants, Plaintiffs, and Class Members. This information, along with documents and information obtained through formal discovery and from Class Members, allowed Plaintiffs' counsel to prepare a detailed Mediation Brief. The Brief was provided to opposing counsel and contained a breakdown of potential damages based on all of the information obtained from all Parties.

48. Class Counsel has considerable experience in wage and hour and class action litigation. Mr. Yaeckel has over 14 years of experience in "class litigation." Mr. Archer has over 1 year of experience in class action litigation.

49. Based on this experience, and all other relevant factors addressed above, our firm believes the Agreement to represent a fair, adequate and reasonable settlement that is well within the accepted range of recoveries for similar wage and hour class actions. We further believe the Agreement is in the best interests of the Settlement Class Members.

50. Based on this experience, we also believe the $50,000 allocation towards the PAGA claims is a fair, reasonable, and adequate allocation, especially given the risks of mitigation identified above.

51. Prior to preliminary approval, what can be said of the reaction the class members is limited. However, our office has spoken to some Class Members since the parties reached a proposed settlement agreement, and all were in favor of the settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 15th day of October, 2026.

Eric K. Yaeckel

Eric K. Yaeckel

Exhibit A

Eric K. Yaeckel [CSB No. 274608]
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[Additional counsel on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

MARIA VILLARREAL and AJONEE MIMS, in a Representative capacity only, and on behalf of other members of the general public similarly situated, Plaintiff, v. SSD MANAGEMENT II, LLC, a Delaware Limited Liability Company; SSD OPERATING CO., LLC, a Delaware Limited Liability Company; SSD HOLDINGS, LLC, a Delaware Limited Liability Company; KSL CAPITAL PARTNERS, LLC, a business entity from unknown; and DOES 1-10, inclusive Defendants	CASE NO.: 37-2021-00024334-CU-OE-CTL Related Case: 37-2023-00036039-CU-OE-CTL Related Case: 37-2023-00046100-CU-OE-CTL *Assigned for all purposes to the Honorable Blaine K. Bowman* **JOINT STIPULATION OF CLASS AND PAGA ACTION SETTLEMENT AND RELEASE**

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This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs MARIA VILLARREAL and AJONEE MIMS ("Plaintiffs") and Defendants SSD MANAGEMENT II, LLC; SSD OPERATING CO., LLC; SSD HOLDINGS, LLC; KSL CAPITAL PARTNERS, LLC (hereinafter "Defendants") The Agreement refers to Plaintiffs and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means the Plaintiffs' lawsuits alleging wage and hour violations and claims pursuant to the Private Attorneys' General Act ("PAGA") on a class and collective action basis against Defendants captioned (1) *Maria Villarreal v. SSD Management II, LLC, et al..*, Case No. 37-2021-00024334-CU-OE-CTL, initiated on June 2, 2021, and pending in the Superior Court of the State of California, County of San Diego; (2) *Ajonee Mims v. SSD Management II, LLC*, Case No. 37-2023-00036039-CU-OE-CTL, initiated of August 21, 2023 and pending in the Superior Court of the State of California, County of San Diego; and (3) *Ajonee Mims v. SSD Management II, LLC*, Case No. 37-2023-00061000-CU-OE-CTL, initiated on October 23, 2023 and pending in the Superior Court of the State of California, County of San Diego.

1.2 "Administrator" means CAC Services Group, LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 "PAGA Aggrieved Employees" means all current and former nonexempt employees of Defendants in California at any time from May 2, 2020, through the earlier of (1) the date of Preliminary Approval of the settlement; or (2) 60 days from the date that the MOU was executed by the parties.

1.5 "Class" means all current and former non-exempt employees of Defendants who

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were paid a regular hourly rate of pay not less than 30 percent more than the state minimum wage rate during the "Class Period" between August 21, 2019 through the earlier of (1) the date of Preliminary Approval of the settlement; or (2) 60 days from the date that the MOU was executed by the parties.

1.6 "Class Counsel" means Eric Yaeckel, and Cody Archer of Sullivan & Yaeckel Law Group, APC; and the attorneys of Blumenthal Nordrehaug Bhowmik De Blouw LLP.

1.7 "Class Counsel Expenses Payment" means the amount allocated to Class Counsel for reimbursement of reasonable expenses incurred to prosecute the Action.

1.8 "Class Counsel Fees Payment" means the amount allocated to Class Counsel for reimbursement of reasonable attorneys' fees incurred to prosecute the Action.

1.9 "Class Data" means identifying information in Defendants' possession for the Class, including each Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.10 "Class Member" means a member of the Class.

1.11 "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.12 "Class Notice" means the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in English and Spanish without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.13 "Class Period" means the period from August 21, 2019 through the earlier of (1) the date of preliminary approval of the settlement; or (2) 60 days from the date that the MOU was executed by the parties.

1.14 "Class Representatives" mean Plaintiffs Maria Villarreal and Ajonee Mims.

1.15 "Class Representative Service Payment" means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.

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1.16 "Court" means the Superior Court of California, County of San Diego.

1.17 "Defense Counsel" means Dan Handman of Hirschfeld Kraemer LLP.

1.18 "Effective Date" means: when all of the following events have occurred: (1) The Stipulation has been executed by all Parties, Class Counsel, and Defendants' Counsel; (2) The Court has given preliminary approval to the Settlement; (3) The Court has held a Final Settlement Approval Hearing and has entered a Final Order and Judgment, approving the Settlement. It is the parties' intention that the Settlement shall be final for purposes of the Effective Date at the time of Final Approval, if no objections to the settlement are filed, or if objections are filed, but are withdrawn prior to the Final Approval hearing. Only in the event that written objections are filed prior to the Final Settlement Approval Hearing which are not later withdrawn prior to final approval, the Effective Date shall be later of: (a) the date of final affirmance on an appeal of the Judgment; the expiration of the time for a petition to review the Judgment; and, if review is granted, the date of final affirmance of the Judgment following review; or (b) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment; or (c) if no appeal is filed, the expiration date for filing any appeal from the Judgment.

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

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

1.21 "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22 "Gross Settlement Amount" means Five Hundred Seventy Thousand Dollars and Zero Cents ($570,000.00), which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and the Administrator's Expenses.

1.23 "Defendants" means SSD MANAGEMENT II, LLC; SSD OPERATING CO., LLC; SSD HOLDINGS, LLC; KSL CAPITAL PARTNERS, LLC.

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1.24 "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount, calculated according to the number of Workweeks worked by the Participating Class Member during the Class Period.

1.25 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties, calculated according to the number of pay periods worked by the Aggrieved Employee during the PAGA Period.

1.26 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

1.27 "LWDA PAGA Payment" means the 75% of the PAGA Penalties, which will be paid to the LWDA under Labor Code section 2699, subdivision (i).

1.28 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

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

1.30 "PAGA Pay Periods" means the number of pay periods each Aggrieved Employee worked for Defendants as an hourly or non-exempt employee in California during the PAGA Period. An employee will have been considered to have worked a pay period if the employee worked at least one day during the pay period.

1.31 "PAGA Period" means the period from May 2, 2020, through the earlier of (1) the date of Preliminary Approval of the Settlement; or (2) 60 days from the date that the MOU was executed by the parties.

1.32 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

1.33 "PAGA Notice" means Plaintiff Villarreal's March 25, 2021, letter to Defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.34 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount ($50,000.00), allocated 25% to the Aggrieved Employees

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($12,500.00) and 75% to LWDA ($37,500.00) in settlement of PAGA claims.

1.35 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36 "Plaintiffs" means Maria Villarreal and Ajonee Mims, the named plaintiffs in the Action.

1.37 "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38 "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.39 "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.40 "Released Parties" means Defendants and each of their current and former direct and indirect affiliates, other related business entities, parents, and equity holders, owners, and each of their respective divisions, subsidiaries, joint ventures, customers, partners, actual or alleged joint employers, officers, directors, employees, contractors, agents, principals, representatives, accountants, auditors, consultants, attorneys, insurers and reinsurers, other representatives or persons or acting by, through, under, or in concert with any of the forgoing, and each of the forgoing successors, predecessors, and heirs, and any other persons that could be jointly liable with Defendants for any of the Released Claims.

1.41 "Request for Exclusion" means a Class Member's valid and timely submission of a written request to be excluded from the Class Settlement, signed by the Class Member.

1.42 "Response Deadline" means thirty (30) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are re-sent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days after the Response Deadline has expired.

1.43 "Settlement" means the disposition of the Action effected by this Agreement and

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the Judgment.

1.44 "Workweek" means the number of weeks each Class Member worked as an hourly or non-exempt employee for Defendants in California during the Class Period. An employee will be considered to have worked a workweek if the employee worked at least one day during the workweek.

2. RECITALS.

2.1 On June 2, 2021, Plaintiff Villarreal commenced this Action by filing a Complaint alleging representative PAGA claims for penalties asserting meal and rest period violations, minimum wage and overtime violations, wage statement and final pay violations, and failure to reimburse business expenses. On August 21, 2023, Plaintiff Mims filed a wage and hour class action alleging meal and rest period violations, minimum wage and overtime violations, wage statement and final pay violations, failure to reimburse business expenses, unfair competition violations, failure to pay sick pay wages, failure to provide reasonable accommodation, and wrongful termination. On October 23, 2023, Plaintiff Mims filed a representative PAGA claim based on the same alleged violations alleged in her wage and hour class action. As part of this Settlement, Plaintiff Villarreal will file a First Amended Complaint (the "Operative Complaint"), (1) adding Plaintiff Mims as a plaintiff, and (2) alleging Class Action and PAGA claims on behalf of both Plaintiffs so that all claims alleged separately by Plaintiff Villarreal and Plaintiff Mims in their separate complaints are consolidated into this Action. Defendants adamantly deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.3 On February 9, 2023, following negotiations facilitated by experienced wage and hour mediator Mike Roberts, the parties agreed to the key terms of a settlement of the Action.

2.4 Prior to settlement, Plaintiffs obtained, through informal discovery, time and pay records for a sample of the putative class members, and all relevant documents and information related to Defendants' employment policies and practices. Plaintiffs' investigation was sufficient

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to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5 The Parties stipulate to class certification for settlement purposes only.

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

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay Five Hundred Seventy Thousand Dollars and Zero Cents ($570,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1 To Plaintiffs: Class Representative Service Payment to the Class Representatives of not more than Ten Thousand Dollars ($10,000.00) each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Counsel Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator

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will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs shall be solely and legally responsible for correctly characterizing the Class Representative Service Payment for tax purposes and for paying any taxes on the amounts received.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than One-Third Percent (1/3%) of the Gross Settlement Amount, which is currently estimated to be $190,000.00, and a Class Counsel Expenses Payment of not more than $50,000.00. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel 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 Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel shall be solely and legally responsible for correctly characterizing the Class Counsel Fees Payment and the Class Counsel Expenses Payment for tax purposes and for paying any taxes on the amounts received.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed $8,473.13 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less than or the Court approves payment of less, the Administrator will allocate the remainder to the Net Settlement Amount.

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

3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to

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tax withholding and will be reported on an IRS W-2 Form. The remaining eighty percent (80%) of each Participating Class Member's Individual Class Payment will be evenly allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Each Participating Class Member shall be solely and legally responsible for correctly characterizing their Individual Class Payment for tax purposes and for paying any taxes on the amount received.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will allocate amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $50,000.00 to be paid from the Gross Settlement Amount, with seventy-five percent (75%) ($37,500.00) allocated to the LWDA PAGA Payment and twenty-five percent (25%) ($12,500.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($12,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Each Aggrieved Employee shall be solely and legally responsible for correctly characterizing their Individual PAGA Payment for tax purposes and for paying any taxes on the amount received.

3.2.5.2 Tax Allocation of Individual PAGA Payments: Each Individual PAGA Payment will be allocated as 20% wages and 80% penalties and interest and

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will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

3.2.5.3 If the Court approves PAGA Penalties of less than the amount requested, the Administrator shall allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records Defendants estimate, that as of May 30, 2025, there were approximately 51,110 workweeks worked by non-exempt, hourly employees who would be Class Members as defined in the operative Complaints in the *Villareal* and *Mims* cases at a regular hourly rate of pay of not less than 30 percent more than the state minimum wage rate by Class Members during the Class Period.

4.2 Class Data. Not later than thirty (30) calendar days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. Defendants shall ensure it has fully funded the Gross Settlement Amount, and also funded the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than forty-five (45)

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calendar days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within ten (10) days after Defendants funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payments, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Expenses Payment, and the Class Representative Service Payments.

4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are retuned undelivered without United States Postal Service ("USPS") forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

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4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

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

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences with Released Parties up to the Effective Date of this Agreement, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint; (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiffs' PAGA Notices, or ascertained during the Action and released under 5.2, below; and (c) all claims and causes of action arising from Plaintiffs' employment and termination of employment with Defendants ("Plaintiffs' Release"). This is meant to be a general release as to each Plaintiff. However, Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiffs acknowledges that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or

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additional facts or Plaintiffs' discovery of them.

5.1.1 Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads: 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.

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release the Released Parties from any and all claims during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and ascertained in the course of the Action arising under any federal, state, and/or local law, including, (a) any and all claims involving any alleged failure to pay minimum wage; (b) any and all claims involving alleged meal and/or rest break violations; (c) any and all claims involving the alleged failure to pay for all hours worked, including overtime or sick pay at the proper rate; (d) any and all claims involving the alleged failure to properly reimburse reasonable business expenses; (e) any and all claims involving the alleged failure to accrued vacation time pay, wages during employment, or waiting time penalties; (f) any and all claims involving the alleged failure to provide itemized wage statements in compliance with California law, etc.; (g) violations of any Industrial Welfare Commission Wage Orders; (h) all claims for attorneys' fees and costs and statutory interest; and (h) any other claims, including claims for statutory penalties, pertaining to Participating Class Members. Except as set forth in Section 5.1 or 5.3 of this Agreement, Participating Class Members (except for Plaintiffs as discussed in Paragraph 5.1 above) do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the

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Class Period.

5.3 Release by Aggrieved Employees: In addition to any release under Sections 5.1 or 5.2 of this Agreement, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from any and all claims for civil penalties under PAGA, whether known or unknown, including all claims for attorneys' fees and costs related there to, which all Aggrieved Employees, the LWDA, and any other representative, proxy, or agent thereof, had, or may claim to have, that were alleged or could have been alleged in the Action based upon the facts alleged and legal assertions alleged, whether or not specifically delineated as a claim or cause of action in the Action through the end of the PAGA Period, including but not limited to those alleged in the PAGA Notice and the Operative Complaint in the Action, including claims that reasonably arise out of or arise in connection with the claims and facts alleged in the Action, and any claims which could have reasonably been asserted in the Action arising from the alleged facts and/or primary rights alleged to have been invaded, including (a) any and all claims involving any alleged failure to pay minimum wage; (b) any and all claims involving alleged meal and/or rest break violations; (c) any and all claims involving the alleged failure to pay for all hours worked, including overtime or sick pay at the proper rate; (d) any and all claims involving the alleged failure to properly reimburse reasonable business expenses; (e) any and all claims involving the alleged failure to accrued vacation time pay, wages during employment, or waiting time penalties; (f) any and all claims involving the alleged failure to provide itemized wage statements in compliance with California law, etc.; (g) violations of any Industrial Welfare Commission Wage Orders; and (h) all claims for attorneys' fees and costs and statutory interest ("PAGA Released Claims"). The PAGA Released Claims are further released by Plaintiffs in their representative capacity as an authorized proxy and agent for the State of California and the LWDA and as private attorney general acting on behalf of themselves and the Aggrieved Employees, for civil penalties under the PAGA, based on any claim that arises under the California Labor Code and forever bar the LWDA, and any other representative, proxy, or agent thereof, including, but not limited to, any and all allegedly aggrieved employees, from pursuing any action against the Released Parties for the PAGA Released Claims.

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6. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiffs, Participating Class Members, or any Aggrieved Employee to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle Plaintiffs, Participating Class Members, or any Aggrieved Employee to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).

7. MOTION FOR PRELIMINARY APPROVAL. The Parties agree that Plaintiff's Counsel will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval"), subject to approval by Defendants' counsel.

7.1 Plaintiff's Responsibilities. Plaintiff's counsel will prepare Plaintiff's motion for preliminary approval. Not later than seven (7) calendar days prior to the submission of the motion for preliminary approval of this Settlement Agreement to the Court, Class Counsel will submit a near-final draft thereof (including all supporting papers and proposed order) to counsel for Defendants for their review and comment.

7.2 Responsibilities of Counsel. As soon as practicable after execution of this Settlement Agreement, the Class Representatives and Class Counsel shall apply to the Court for the entry of Preliminary Approval, which would accomplish the following:

a. Schedule a hearing (the "**Preliminary Approval Hearing**") on the question of whether the Settlement, including, *inter alia*, the payment of Attorneys' Fees and Costs, Enhancement Award, and PAGA Amount should be preliminarily approved as fair, reasonable, and adequate;

b. Approve, as to form and content, the proposed Notice;

c. Direct the mailing of the Notice by first class mail to the Class Members;

d. Preliminarily approve the Settlement and monetary allocations for the

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Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, and Administration Expenses Payment, subject to the final review and approval by the Court; and

e. Preliminarily approve CAC Services Group, LLC as the Settlement Administrator.

Plaintiffs' Counsel shall be responsible for ensuring that all required submittals and notifications to the LWDA under PAGA regarding this Settlement are made by Plaintiffs.

7.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected CAC Services Group, LLC to serve as the Administrator and verified that, as a condition of appointment, CAC Services Group, LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

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8.4 Notice to Class Members.

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

8.4.2 Using best efforts to perform as soon as possible, and in no event later than 7 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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

8.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or PAGA Pay Periods and Requests for Exclusion will be extended an additional fourteen (14) days beyond the thirty (30) days otherwise provided in the Class Notice for all Class Members and/or Aggrieved Employees whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.4.5 If the Administrator, Defendants or Class Counsel is contacted by or

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otherwise discovers any persons who believe they should have been a Class Member and/or Aggrieved Employee and should have received the Class Notice, the Parties will expeditiously meet and confer in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves (that is, opt-out of) from the Settlement must mail the Administrator , a signed written Request for Exclusion no later than thirty (30) days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their representative that includes the following: (a) the case name and number of the Action; (b) the Class Member's full name, signature, address, telephone number, and last four (4) digits of the Class Member's Social Security number; and (c) clearly state that the Class Member does not wish to be included in the Class Settlement. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

8.5.2 If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to request exclusion from the Class Settlement. Any Class Member who submits a Request for Exclusion is prohibited from making any objection to the Class Settlement.

8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to

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all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement. All Aggrieved Employees will be bound to the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

8.6 Challenges to Calculation of Workweeks and or PAGA Pay Periods. Each Class Member shall have thirty (30) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and/or PAGA Pay Periods (if any) credited to the Class Member and/or Aggrieved Employee in the Class Notice by submitting a timely and valid workweek dispute to the Administrator, by mail, postmarked on or before the Response Deadline. In the absence of any contrary documentation, the Administrator will presume that the Workweeks and PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. However, if a Class Member and/ or Aggrieved Employee produces information and/or documents to the contrary, the Administrator will evaluate the materials submitted and the Administrator will resolve and determine the number of eligible Workweeks and/or PAGA Pay Periods that the disputing Class Member and/or Aggrieved Employee should be credited with under the Settlement. Defendants are also permitted to submit additional documentation to the Administrator to aid the Administrator's decision making. The Administrator's decision on such disputes will be final and non-appealable. . The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the

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Administrator's preliminary determination with respect to any such challenges.

8.7 Objections to Settlement.

8.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

8.7.2 Participating Class Members may send written objections to the Administrator by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether the objection has been timely submitted. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or appeal from the Final Approval Order and Judgment.

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

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

8.8.1 Website, Email Address, and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members and Aggrieved Employees including the date, time and location for the Final Approval Hearing, copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, and the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator

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will promptly review on a rolling basis Requests for Exclusion to ascertain their timeliness and validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from the Settlement submitted (whether valid or invalid).

8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

8.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

8.8.5 Administrator's Declaration. Not later than five (5) calendar days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate

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Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

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

9. **ESCALATOR CLAUSE**. Defendants represent that, as of May 30, 2025, there were approximately 51,110 workweeks worked by non-exempt, hourly employees who would be Class Members as defined in the operative Complaints in the *Villareal* and *Mims* cases at a regular hourly rate of pay of not less than 30 percent more than the state minimum wage rate by Class Members. Defendants will verify the actual number of class members and workweeks and if the actual number of workweeks exceeds 10% (56,221 workweeks) of this estimate, then either the Gross Settlement Sum will be increased by the same proportion or Defendants, at their sole discretion, may elect to cut off the Class Period as of the date the workweeks exceed 56,221. For example, if the Workweeks are 10% larger than 51,110 Workweeks, Defendants may choose: (1) the Gross Settlement Sum to be paid will increase by 1% based on the Workweek Value determined by the Settlement Administrator; or (2) the Class Period and PAGA Period will end on the date in which the Released Claims encompasses 56,221 workweeks.

10. **DEFENDANTS' RIGHT TO WITHDRAW**. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five percent (5%) of the total of all Class

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Members, Defendants may elect, but are not obligated, to withdraw from the Settlement. The Parties agree that, if Defendants withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel. Late elections will have no effect.

11. **MOTION FOR FINAL APPROVAL**. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the Settlement under Labor Code section 2699, subdivision (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel no later than five (5) calendar days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

11.2 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 without increasing the Gross Settlement Amount. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Section 10.2.

11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,

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the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement as provided in this Agreement, 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 such time as 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.

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

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

13. **ADDITIONAL PROVISIONS.**

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13.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement purposes only. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate, and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that

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"the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

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

13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, 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 reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

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

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

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13.8 No Tax Advice/Liability. Neither Plaintiffs, Class Counsel, Defendants nor Defendants' Counsel intend for anything in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiffs, Participating Class Members, and Aggrieved Employees are not relying on any statement, representation, or calculation by Defendants, Defendants' Counsel, the Settlement Administrator, or Class Counsel in this regard. Plaintiffs, Participating Class Members, and Aggrieved Employees understand and agree that Plaintiffs, Participating Class Members, and Aggrieved Employees are solely responsible for the payment of any taxes and penalties assessed on the payments described in this Settlement Agreement. Plaintiff, Participating Class Members, and Aggrieved Employees should consult with their tax advisors concerning the tax consequences of any payment they receive under the Settlement.

13.9 Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEEMNT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY

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OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

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

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

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

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

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

13.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the date when the Court discharges

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the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

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

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

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

To Plaintiffs:
Eric Yaeckel
Cody Archer
Sullivan & Yaeckel Law Group, APC
2330 Third Avenue
San Diego, CA 92101

Norman B. Blumenthal
Kyle R. Nordrehaug
Aparajit Bhowmik
Christine T. LeVu
Andrew G. Ronan
Adolfo Sanchez Contreras
2255 Calle Clara
La Jolla, CA 92037

To Defendants:
Daniel H. Handman
Hirschfeld Kraemer LLP
233 Wilshire Blvd., Suite 600
Santa Monica, CA 90401

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13.19 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.20 Representations Regarding Solvency and Ability to Fund. Defendants represent that their business is solvent as of the date of the execution of this Agreement, and Defendants are able to pay the Settlement Amount within the time frame set forth herein as of the date of the execution of this Agreement.

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

14. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

15. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement

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invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

Date: 10 / 15 / 2026

PLAINTIFF MARIA VILLARREAL

Maria Villarreal

Date: _____

PLAINTIFF AJONEE MIMS

Ajonee Mims

Date: _____

DEFENDANTS SSD MANAGEMENT, LLC; SSD OPERATING CO., LLC; SSD HOLDINGS, LLC; and KSL CAPITAL PARTNERS, LLC

By: _____

Its: _____

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APPROVED AS TO FORM ONLY:

Date: 10-14-26

SULLIVAN & YAECKEL LAW GROUP, APC

By: Cody Archer

Eric K. Yaeckel
Cody D. Archer
Attorneys for Plaintiff Maria Villarreal

Date: _____

HIRSCHFELD KRAEMER LLP

By: _____

Dan Handman
Attorney for DEFENDANTS

Date: 10/14/26

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: _____

Kyle Nordrehaug
Aparajit Bhowmik
Christine T. LeVu
Andrew G. Ronan
Adolfo Sanchez Contreras
Attorney for Plaintiff Ajonee Mims

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invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

Date: _____

PLAINTIFF MARIA VILLARREAL

_____
Maria Villarreal

Date: 10.15.26

PLAINTIFF AJONEE MIMS

_____
Ajonee Mims

Date: _____

DEFENDANTS SSD MANAGEMENT, LLC; SSD OPERATING CO., LLC; SSD HOLDINGS, LLC; and KSL CAPITAL PARTNERS, LLC

_____

By: _____

Its: _____

Dropbox Sign

Audit trail

Title	Long Form Settlement Agreement-Maria Villareal
File name	LONG_FORM_SETTLEM..._-_KRN_signed.pdf
Document ID	edf00e39b7dd74b1c9f4cc24ea6ef9c7f3743da9
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

SENT	**10 / 15 / 2026** 22:03:09 UTC	Sent for signature to Maria Villareal (lizvilla71@yahoo.com) from yorke@sullivanlawgroupapc.com IP: 98.173.41.85
VIEWED	**10 / 15 / 2026** 22:03:32 UTC	Viewed by Maria Villareal (lizvilla71@yahoo.com) IP: 146.75.146.83
SIGNED	**10 / 15 / 2026** 22:06:24 UTC	Signed by Maria Villareal (lizvilla71@yahoo.com) IP: 146.75.146.83
COMPLETED	**10 / 15 / 2026** 22:06:24 UTC	The document has been completed.

Exhibit B

SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF SAN DIEGO

NOTICE OF CLASS ACTION SETTLEMENT

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

MARIA VILLAREAL and AJONEE MIMS, Individually, and on behalf of other members of the general public similarly situated, Plaintiffs, vs. SSD MANAGEMENT II, LLC, a Delaware Limited Liability Company; SSD OPERATING CO., LLC, a Delaware Limited Liability Company; SSD HOLDINGS, LLC, a Delaware Limited Liability Company; KSL CAPITAL PARTNERS, LLC, a business entity from unknown; and DOES 1-10, inclusive, Defendants	CASE No. 37-2021-00024334-CU-OE-CTL JUDGE: Hon. Blaine K. Bowman Dept.C-74 **NOTICE OF CLASS ACTION SETTLEMENT**

I. WHY DID I GET THIS NOTICE?

This notice explains that a settlement has been reached in the case entitled *Maria Villareal v. SSD Management II, LLC, et al*, Case No. 37-2021-00024334-CU-OE-CTL ("*Villareal*") and includes claims alleged in *Ajonee Mims v.SSD Management II, LLC, et al.*, San Diego Superior Court Case No. 37-2023-00036039-CU-OE-CTL ("Mims"), *Ajonee Mims v.SSD Management II* LLC, et al., San Diego Superior Court Case No. 2023-00046100-CU-OE-CTL, ("Mims") (collectively the "Action").

This notice is to inform you of the proposed Settlement of the Action. The notice is also intended to (i) describe the Settlement, including how the Settlement monies will be allocated and how the Settlement may affect you; and (ii) advise you of your rights and options with respect to the Settlement.

You are receiving this notice by order of the Court because the records of SSD MANAGEMENT II, LLC; SSD OPERATING CO., LLC; SSD HOLDINGS, LLC; and/or KSL CAPITAL PARTNERS, LLC. (hereinafter referred to collectively as "SSD"), indicate that you are a current or former non-exempt employee of SSD, who worked in California during the time period of August 21, 2019, to [date of preliminary approval]. As a result, **you are eligible to receive a portion of the settlement amount**.

This is **not** a notice of a lawsuit against you. **You are not being sued**.

II. WHAT IS THE LAWSUIT ABOUT?

In June 2, 2021, a former SSD employee in California, Maria Villareal, filed a lawsuit in which she alleged Labor Code violations and penalties for alleged violations of California wage-and-hour laws as to herself and other alleged "aggrieved employees."

On August 21, 2023, a former SSD employee in California, Ajonee Mims, filed her own lawsuit in which she alleged Labor Code violations and penalties for alleged violations of California wage-and-hour laws as to herself and other alleged "aggrieved employees."

On October 23, 2023, a former SSD employee in California, Ajonee Mims, filed her own lawsuit in which she alleged Labor Code violations and penalties for alleged violations of California wage-and-hour laws as to herself and other alleged "aggrieved employees."

As part of the Settlement, the parties have filed an Amended Complaint in the Villareal matter, which combines claims brought by both Villareal and Mims.

Specifically, this Action alleges that the class members were not paid regular, minimum, or overtime wages or final wages upon separation from employment, as required by California law; were not provided meal and rest periods under the California Labor Code and Wage Orders; were not reimbursed for all business-related expenses; and, were not provided wage statements with information specified in the California Labor Code. The lawsuit also seeks penalties under California's Private Attorneys General Act ("PAGA") set forth in California Labor Code §§ 2699 *et seq*.

The individuals who are suing SSD are referred to in this document as "Plaintiffs." Plaintiffs' attorneys, Sullivan & Yaeckel Law Group, APC, Blumenthal Nordrehaug Bhowmik De Blouw LLP and Hirschfeld Kraemer LLP have been litigating the Action in State Court prior to this settlement.

SSD maintains that class members have been paid all monies that were due to them, maintains that it has complied with California's wage-and-hour laws, and denies all wrongdoing.

The Court has not ruled on whether Plaintiffs' allegations have any merit. However, in order to avoid the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiffs and SSD have negotiated a settlement whereby has agreed to pay up to **$650,000.00** to resolve the matter. As a Class Member, Subclass Member, FLSA Subclass Member, PAGA Group Member, and/or PAGA Subclass Member, you are eligible to receive a portion of this amount.

This settlement is **not** an admission by SSD of any liability.

III. WHO IS INCLUDED IN THIS CLASS ACTION?

All non-exempt persons who were employed by SSD in the State of California at any time during the Class Period (defined as August 21, 2019 through [the date of preliminary approval]) (the "Class Members").

All non-exempt persons who were employed by SSD the State of California at any time from May 2, 2020, through [the date of preliminary approval] (the "PAGA Group Members").

IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

Under the terms of the Parties' proposed settlement, the following will occur if the settlement is given final approval by the Court:

A. SSD will pay up to **Five Hundred Seventy Thousand Dollars and Zero Cents** ($570,000.00) to settle the claims of all Class Members and PAGA Group Members.

B. A claims administrator has been appointed by the Court to administer the settlement. The claims administrator will pay from the $570,000.00 settlement the following amounts: (1) Plaintiffs' counsel's attorneys' fees, up to 33 & 1/3% of the settlement value (or $90,000.00); (2) Plaintiffs' counsel's costs of litigation, up to the amount of $50,000.00; (3) The expenses of administering the settlement, up to the amount of $8,473.13; (4) An enhancement award of up to $20,000.00 ($10,000.00 to each Plaintiff) for their role in pursuing the litigation; (5) A payment of $37,500.00 to the California Labor & Workforce Development Agency, representing 75% of the $50,000.00 allocated to the settlement of the claim for civil penalties under PAGA; and (6) A payment of $12,500.00 to Aggrieved Employees, representing 25% of the $50,000.00 allocated to the settlement of the claim for civil penalties under PAGA. The remainder will be paid to the Class Members in settlement of their individual claims (the "Class Payment").

C. The Class Payment will be divided among all Class Members based on the estimated number of weeks worked for SSD in California by each Class Member. That is, the Class Payment will be divided by the number of aggregate qualified weeks worked by all Class Members during the Class Period to produce a "Weekly Settlement Value." A "qualified week" is any week in which a Class Member was employed by and performed worked for SSD in California during the Class Period (August 21, 2019, to [insert date of preliminary approval] as a non-exempt employee. If you do not opt out of the settlement, you will be eligible to receive a settlement payment in the amount of the total number of qualified weeks you worked

for SSD during the Class Period multiplied by the Weekly Settlement Value, less applicable withholdings.

D. The PAGA Payment will be allocated among Aggrieved Employees who performed work for SSD in California between May 2 2020, and [the date of preliminary approval of the Settlement] (the "PAGA Period") as a non-exempt employee.

Each individual's share of the PAGA payment will be determined based on the number of aggregate qualified pay periods worked by PAGA Group Members during the PAGA Period. Similarly, each individual's share of the PAGA Subclass payment will be determined based on the number of aggregate pay periods worked by PAGA Subclass Members during the PAGA Subclass Period. PAGA Group Members and PAGA Subclass Members cannot opt out of the PAGA Payment or PAGA Subclass Payment or release of PAGA claims or PAGA Subclass Claims.

E. Corresponding to SSD's records, you worked for SSD in the State of California as a non-exempt employee for approximately [INSERT NUMBER OF weeks] weeks during the Class Period and ___ pay periods during the PAGA Period. SSD. our portion of the Settlement Payment will be based on the above information. If you believe the information above is incorrect, you may dispute this information by sending your corrections and any supporting documentation to the Claims Administrator via U.S. Mail, at _____ . Please be advised that the information listed above is presumed to be correct unless you prove otherwise.

The estimated value of each workweek for purposes of calculating Settlement Payments to all Class Members is approximately: <<AMOUNT>>. The estimated value of each pay period for purposes of calculating Settlement Payments to all PAGA Group Members is approximately: <<AMOUNT>>.

Your estimated total settlement amount is <<AMOUNT>>. This is only an estimate. Your actual share may change depending on the Court's final ruling and the final number of participating Class Members.

Class Member Released Claims: If the Court grants final approval of the settlement agreement and you do not opt out of the settlement, then you will be deemed to have fully, finally, and forever released SSD and the "Release Parties" from release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action [including, e.g., "(a) any and all claims involving any alleged failure to pay minimum wage; (b) any and all claims involving alleged meal and/or rest break violations; (c) any and all claims involving the alleged failure to pay for all hours worked, including overtime at the proper rate; (d) any and all claims involving the alleged failure to properly reimburse reasonable business expenses; (e) any and all claims involving the alleged failure to accrued vacation time pay or waiting time penalties; and (f) any and all claims involving the alleged failure to provide itemized wage statements in compliance with California law, etc.]. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period.

F. PAGA Group Member Released Claims: If the Court grants final approval of the settlement agreement, PAGA Group Members will be deemed to have fully, finally, and forever released SSD and Releasees from any and all claims for recovery of civil penalties under the Private Attorneys General Act ("PAGA"), whether known or unknown, to recover wages, damages, penalties, attorneys' fees, litigation costs, restitution, or equitable relief, which Plaintiff and/or the PAGA Group Members had, or may claim to have, that were alleged or could have been alleged in Plaintiffs' letters to the LWDA, or the Operative Complaint from May 2, 2020 through [insert date of preliminary approval by the Court].

G. Please Note: Individuals who fall within the definition of the Class may choose to request exclusion or "opt-out" of these groups under such procedures specified herein. Any such persons who opt-out of the Class("Opt-Outs") will not receive an Individual Class Payment. However, you may not opt-out of the portion of the Settlement relating to the settlement of claims under the PAGA. Even if a Class Member opts-out, they will still receive an Individual PAGA Payment. You will be bound by the PAGA Member Release whether or not you cash the check for your portion of the PAGA allocation before it becomes void.

V. WHAT ARE MY OPTIONS?

A. ***You may accept your share of the settlement and be bound by the release of all claims described above.*** Settlement awards will be paid by check after the settlement is given final approval by the Court. The checks will be mailed to you by the claims administrator. Your check will remain valid and negotiable for one hundred eighty (180) days from the date

on which it is issued. After those one hundred eighty (180) days expire, the check will become void, and the funds will be placed in your name with the California State Unclaimed Property Fund;

OR

B. ***You may exclude yourself from the settlement, in which case you will not receive a share of the Class Payment and you will not be bound by the Settlement as to the release of class claims***. If you choose to be excluded, by no later than _____(30 calendar days after mailing of this Notice) (plus an additional 14 days if this Notice was re-mailed to you), you must send a written request for exclusion, by mail or email, to the claims administrator, ____, located at ____. In order to be considered valid, your request for exclusion ***must*** include your name, your address, and a request for exclusion.

OR

C. ***You may object to the settlement.*** The procedures for objecting to the settlement are described below in Section VIII of this form.

VI. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The claims administrator will calculate your share of the settlement and will issue you a check.

B. Twenty percent (20%) of your share of the Individual Class Payment, and Individual PAGA Payment will be considered wages from which ordinary tax withholdings will be deducted. No tax deductions shall be made from the remaining Eighty percent (80%) of these payments. You will be given IRS tax forms for each of these amounts. You are responsible for paying the correct amount of taxes on each portion of your share of the settlement.

C. One hundred percent (100%) of your share of the Individual PAGA Payment will be considered non-wages. You will be given an IRS tax form for this amount.

D. It is important for the parties to have your current address in order to be able to send you other mailings regarding the Action. You should contact the claims administrator to report any change of your address after you receive this Notice. Failure to report a change of address may result in you not receiving your share of the settlement money.

VII. HEARING ON PROPOSED SETTLEMENT

A final fairness hearing will be held before the Court on _, 2027, at _____a.m., Department C-74 of the San Diego County Superior Court, located at the Hall of Justice, 330 West Broadway, San Diego, California 92101, to decide whether or not the proposed settlement is fair, reasonable, and adequate. The Court may adjourn or continue the hearing without further notice to you. You are not required to attend the hearing. Sullivan & Yaeckel Law Group, APC, Blumenthal Nordrehaug Bhowmik De Blouw LLP (contact information below), counsel for Plaintiffs and the Class, will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. Remote appearances at the hearing may be allowed, but the procedures are subject to change. Current procedures are posted on the Court's website at: https://www.sdcourt.ca.gov/virtualhearings. You should check the Court website for up to date information before attempting to make a remote appearance.

VIII. PROCEDURES FOR OBJECTING TO SETTLEMENT

You have the option of objecting to the Settlement and telling the Court that you do not agree with the Settlement or some part of it. The Court will consider your views. To object, you may send a letter, which you must sign, saying that you object to the settlement of *Maria Villareal v. SSD Management II, LLC, et al.*, Case No. 37-2021-00024334-CU-OE-CTL. Be sure to include the case name and case number (as shown in the preceding sentence), your name, the last four digits of your Social Security Number and/or your SSD employee ID number (if known), your address, the specific reasons you object to the terms of the Settlement, and your signature. Mail the objection to the Settlement Administrator address at _____ or fax to _____ on or before _____, 2026 (45 calendar days after mailing of this Notice, plus an additional 14 days if your class notice). A written objection is optional. You may also appear at the Final Approval Hearing, as described in Section VII, above, to have any objections heard by the Court.

IX. EXAMINATION OF COURT PAPERS AND QUESTIONS

This Notice summarizes the Settlement. For more detailed information, you may view a complete copy of the settlement

agreement, and any papers filed in the Action, which are on file with the Clerk of the Court, case number 37-2021-00024334-CU-OE-CTL. The pleadings and all other records from this litigation may be examined by inspecting the Court file in the at the filing department of the San Diego County Superior Court, located at Hall of Justice, 330 West Broadway, San Diego, California 92101. You may also review the settlement agreement, along with other court records regarding this case, on the Court's website, https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords, through the link to the "Register of Actions."

If you have any questions, you can call the Claims Administrator at _____ or any of Class Counsel (see below for phone numbers.)

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PLEASE DO NOT CALL THE COURT, SSD, OR SSD'S CORPORATE OFFICE OR MANAGERS REGARDING THIS SETTLEMENT.