# PAGA ACTION SETTLEMENT AGREEMENT

This PAGA Action Settlement Agreement ("Agreement" or "Settlement") is made by and between Plaintiffs Ryan Accurso, Tom Piplack, Donovan Sherrod, Brianna M. Taylor, Tayler Andrews, Blake Vanbreemen, Arianna Carrera, Brendon Hart, and Elissa Bristow (collectively, "Plaintiffs"), and Defendant In-N-Out Burgers ("Defendant"). The Agreement refers to Plaintiffs and Defendant collectively as the "Parties," or individually as a "Party."

## 1. DEFINITIONS.

1.1 "Actions" collectively means (1) *Piplack/Sherrod v. In-N-Out Burgers*, Orange County Superior Court, Case No. 30-2019-01114510-CU-OE-CJC; (2) *Piplack v. In-N-Out Burgers*, Judicate West, Case No. A325548; (3) *Sherrod v. In-N-Out Burgers*, Court of Appeal, Dist. 4, Div. 3, Case No. G064028; (4) *Taylor v. In-N-Out Burgers*, LASC, Case Nos. 21STCV18259, 22STCV06730; (5) *Taylor v. In-N-Out Burgers,* JAMS, Case No. 5220001732; (6) *Andrews v. In-N-Out Burgers*, LASC, Case No. 21STCV31791; (7) *Andrews v. In-N-Out Burgers*, ADRS, Case No. 24-5167-DJL; (8) *Accurso v. In-N-Out Burgers*, Sonoma County Superior Court, Case No. SCV-268956; (9) *Carrera v. In-N-Out Burgers*, San Bernardino County Superior Court, Case No. CIVSB2115431; (10) *Vanbreemen v. In-N-Out Burgers*, San Bernardino Superior Court, Case No. CIVRS2403118; (11) *Hart v. In-N-Out Burgers*, JAMS, Case No. 5200001698; (12) *Becerra v. In-N-Out Burgers*, Los Angeles County Superior Court, Case No. 21STCV17405; and (13) *Bristow v. In-N-Out Burgers*, Los Angeles County Superior Court, Case No. 21STCV17405.

1.2 "Administrator" means Atticus Administration, LLC, the neutral third-party 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 Approval of the Settlement.

1.4 "Approval" means the Court's order granting approval of the Settlement.

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

1.6 "PAGA Data" means PAGA Member identifying information in Defendant's possession, including the PAGA Member's full name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.7 "Court" means the Superior Court of California, County of Sonoma.

1.8 "Defendant" means named defendant In-N-Out Burgers.

1.9 "Defense Counsel" means Sheppard Mullin Richter & Hampton LLP and Littler Mendelson, P.C.

1.10 "Effective Date" means the later of: (a) the date on which the Court's Approval Order and Judgment become final, meaning the expiration of the time for any appeal, writ, or other challenge with no such challenge having been filed; or (b) if any such challenge is filed, the

date on which the Approval Order and Judgment are affirmed and no longer subject to judicial review.

1.11 "Gross Settlement Amount" means the non-reversionary sum of Thirteen Million Dollars and Zero Cents ($13,000,000.00), inclusive of Plaintiffs' Counsel's attorney's fees and costs. The Gross Settlement Amount will be used to pay the PAGA Members and the LWDA, Plaintiffs' Counsel Fees Payment, Plaintiffs' Counsel Litigation Expenses Payment, PAGA Representative Service Payments, and the Actions' Settlement Administration Expenses. Under no circumstances shall Defendant pay any sum above the Gross Settlement Amount under this Settlement. After the Plaintiffs' Counsel Fees Payment, Plaintiffs' Counsel Litigation Expenses Payment, PAGA Representative Service Payments, and the Actions' share of the Settlement Administration Expenses have been paid, the remaining "Net Settlement Amount" will be allocated as 25% to the PAGA Group and 75% to the LWDA in settlement of the PAGA claims.

1.12 "Individual PAGA Payment(s)" means a PAGA Member's share of 25% of the Net Settlement Amount calculated according to the number of PAGA Pay Periods the PAGA Member worked as a non-exempt, hourly paid employee employed by Defendant during the PAGA Period.

1.13 "Judgment" means the judgment entered by the Court based upon the Approval.

1.14 "LWDA" means the California Labor & Workforce Development Agency.

1.15 "LWDA Payment" means the 75% of the Net Settlement Amount paid to the LWDA.

1.16 "PAGA Action(s)" means and refers to the PAGA claims brought in all actions against Defendant to which Plaintiffs are parties.

1.17 "PAGA Members" means all who worked for Defendant as non-exempt, hourly paid employees in the State of California at any time from June 4, 2018 through the date the Settlement is approved.

1.18 "PAGA Member Address Search" means the Administrator's investigation and search for current PAGA 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 PAGA Members.

1.19 "PAGA Period" means the period from June 4, 2018 to the date the Settlement is approved.

1.20 "PAGA Representatives" means the named plaintiffs Ryan Accurso, Tom Piplack, Donovan Sherrod, Brianna M. Taylor, Tayler Andrews, Blake Vanbreemen, Arianna Carrera, Brendon Hart, and Elissa Bristow in the Actions seeking Court approval to serve as Representatives of the State of California.

1.21 "PAGA Representative Service Payment(s)" means the payment to each PAGA Representative for initiating their respective Action(s) and providing services in support of the Actions.

1.22 "PAGA Pay Period(s)" means the number of pay periods in the PAGA Period during which a PAGA Member worked as a non-exempt, hourly paid employee employed by

Defendant for at least one day. PAGA Pay Periods shall be calculated according to Defendant's records.

1.23 "Plaintiffs" means Ryan Accurso, Tom Piplack, Donovan Sherrod, Brianna M. Taylor, Tayler Andrews, Blake Vanbreemen, Arianna Carrera, Brendon Hart, and Elissa Bristow, the named plaintiffs in the Actions.

1.24 "Plaintiffs' Counsel" means Aiman-Smith & Marcy, Lebe Law, APLC, Lavi & Ebrahimian, LLP, Law Offices of Mark Yablonovich, Slater & Associates, APC, The Wheeler Law Firm, APC, and Potter Handy, LLP.

1.25 "Plaintiffs' Counsel Fees Payment" and "Plaintiffs' Counsel Litigation Expenses Payment" mean the amounts allocated to Plaintiffs' Counsel for payment of reasonable attorneys' fees and reimbursement of reasonable expenses, respectively, incurred to prosecute the Actions.

1.26 "Released PAGA Claims" means any and all claims for civil penalties arising out of or in connection with any claim, theory, or primary right asserted in the Actions, or which could have been asserted in the Actions based on the same facts, claims, theories, or primary rights alleged in the Actions, under the California Private Attorneys General Act of 2004 for the period of June 4, 2018, until the date the court approves the PAGA portion of the Settlement. Released PAGA Claims includes without limitation any and all claims for civil penalties under PAGA for (a) unpaid wages, including failure to pay minimum wages; failure to pay straight time compensation, overtime compensation, double-time compensation, including failure to include all remuneration in the regular rate of pay for purposes of overtime and double-time rates of pay; failure to pay for off-the-clock work including travel time, donning and doffing (e.g., uniforms or PPE), pre- and post-shift activities (e.g., store opening and closing activities, pre-shift wellness or sanitization protocols, COVID screenings, etc.); failure to pay reporting time pay or split-shift premiums; failure to pay earned wages upon termination, including without limitation, vacation pay; failure to timely pay wages; and/or interest; engaging in unlawful or improper rounding practices; (b) missed, late, short or interrupted meal and/or rest periods and/or recovery periods based upon or derivative of any theory whatsoever (e.g., off-the-clock allegations, submission to wellness or sanitization protocols, etc.), including any claim for any alleged failure to pay premiums for missed, late, short or interrupted meal or rest or recovery periods, or to pay such premiums at the regular rate of compensation; (c) failure to reimburse for business expenses, including expenses to obtain and maintain (e.g., launder, replace, etc.) uniforms or PPE; (d) paid sick leave and supplemental paid sick leave, including claims of retaliation or discrimination based on employee's exercise of same and failure to pay paid sick leave at the appropriate rate of pay; (e) accuracy of records and notices, including inaccurate or otherwise improper wage statements; failure to keep or maintain accurate records; failure to provide personnel or wage records upon request; failure to provide accurate Wage Theft Protection Act notices/failure to provide written notice of materials terms of employment; failure to provide information relating to productivity quotas upon request and/or retaliation, discrimination or taking adverse action against employees for making such requests; (f) forcing employees to agree to unlawful terms as condition of employment and retaliation against employees for opposing or complaining about unlawful terms or conditions of employment; (g) failure to provide suitable seating; (h) unsafe working conditions; and (i) penalties arising out of or related to any or all of the aforementioned claims, including wage statement penalties, minimum-wage penalties, and waiting time penalties; and (j) attorneys' fees and costs. PAGA Released Claims includes claims for civil penalties under PAGA based on alleged direct or indirect violations of the Wage Orders of the California Industrial Welfare Commission and California Labor Code sections 200, 201, 202, 203, 204, 204b, 210, 216, 218, 218.5, 218.6, 221, 222, 223, 225.5, 226, 226.3, 226.7, 227.3, 233-234, 246, 248, 248.5 et seq., 354, 432, 432.5, 510,

512, 558, 1102.5, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2101, 2102, 2103, 2104, 2105, 2698 et seq., 2800, 2802, 2804, 2810.5, and 6400-6407.

1.27 "Released Parties" means Defendant and each of its past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related or affiliated companies/corporations and/or partnerships (defined as a company/corporation and/or partnership that is, directly or indirectly, under common control with Defendant or any of their parents and/or affiliates), divisions, assigns, predecessors, successors, insurers, consultants, any actual or alleged joint employers, and alter-egos, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, insurers, and assigns.

1.28 "Settlement" means the disposition of the Actions effected by this Agreement and the Judgment.

## 2. RECITALS.

2.1 On June 4, 2019, Plaintiff Piplack, a former non-exempt employee of Defendant, filed his PAGA Notice with the LWDA, alleging various wage-and-hour claims pursuant to California law.

2.2 On August 9, 2019, Plaintiff Piplack and Plaintiff Sherrod filed their PAGA action complaint, entitled *Piplack et al. v. In-N-Out Burgers*, Orange County Superior Court, Case No. 30-2019-01114510-CU-OE-CJC, on behalf of themselves and other non-exempt, hourly employees of Defendant in California alleging a single cause of action pursuant to the PAGA for Defendant's failure to: (1) indemnify necessary business expenditures for the purchase and cleaning of uniforms; (2) pay minimum and contractual wages; (3) furnish accurate wage statements; (4) pay all wages due upon separation of employment; and (5) pay all wages due on regular paydays. Plaintiff Piplack's individual PAGA claim has since been compelled to arbitration before Judicate West, Case No. A325548, and Defendant's appeal from the order denying its motion to compel Plaintiff Sherrod to arbitration is pending before the Court of Appeal, Fourth Appellate District, Division Three, Case No. G064028.

2.3 On December 11, 2020, and February 23, 2021, Plaintiff Carrera, a former non-exempt employee of Defendant, filed her PAGA Notices with the LWDA, alleging various wage-and-hour claims pursuant to California law.

2.4 On January 4, 2021, Plaintiff Becerra, a former non-exempt employee of Defendant, filed his PAGA Notice with the LWDA, alleging various wage-and-hour claims pursuant to California law.

2.5 On March 1, 2021, Plaintiff Taylor, a former non-exempt employee of Defendant, filed her PAGA Notice with the LWDA, alleging various wage-and-hour claims pursuant to California law.

2.6 On May 6, 2021, Plaintiff Becerra filed his PAGA action complaint, entitled *Becerra v. In-N-Out Burgers*, Los Angeles County Superior Court Case No. 21STCV17045, alleging a single cause of action for civil penalties under PAGA on behalf of himself and other non-exempt, hourly employees of Defendant in California based on Defendant's failure to: (1) pay all wages due upon separation of employment; (2) refrain from retaliating against employees for making health-and-safety complaints; (3) furnish a safe workplace; (4) furnish accurate wage statements; (5) comply with paid sick leave requirements; (6) refrain from retaliation and whistleblower retaliation; and (7) produce personnel records.

2.7 On May 14, 2021, Plaintiff Taylor filed her PAGA action complaint, entitled *Taylor v. In-N-Out Burgers*, Los Angeles County Superior Court Case No. 21STCV18259, alleging a single cause of action for civil penalties under PAGA on behalf of herself and other non-exempt, hourly employees of Defendant in California based on Defendant's failure to: (1) pay minimum wages; (2) pay overtime wages; (3) provide compliant meal periods; (4) provide compliant rest periods; (5) indemnify necessary business expenditures; (6) timely pay earned wages during employment; (7) furnish accurate wage statements; (8) pay all wages due upon separation of employment; and (9) provide suitable seating. The indemnification claim was later dismissed without prejudice on January 24, 2022. Plaintiff Taylor's individual PAGA claim was subsequently compelled to arbitration and then dismissed.

2.8 On May 26, 2021, Plaintiff Accurso, a former non-exempt employee of Defendant, filed his PAGA Notice with the LWDA, alleging various wage-and-hour claims pursuant to California law.

2.9 On May 28, 2021, Plaintiff Carrera filed her PAGA action complaint, entitled *Carrera v. In-N-Out Burgers*, San Bernardino County Superior Court Case No. CIVSB2115431, alleging on behalf of herself and other non-exempt, hourly employees of Defendant in California two causes of action for civil penalties under PAGA for: (1) violations relating to California's COVID-19 Supplemental Paid Sick Leave laws; and (2) failure to pay all wages due upon separation of employment. Plaintiff Carrera's individual claims were compelled to arbitration before JAMS and subsequently dismissed.

2.10 On June 23, 2021, Plaintiff Andrews, a former non-exempt employee of Defendant, filed a PAGA Notice with the LWDA, alleging various wage-and-hour claims pursuant to California law.

2.11 On August 3, 2021, Plaintiff Accurso filed his PAGA action complaint, entitled *Accurso v. In-N-Out Burgers*, Sonoma County Superior Court Case No. SCV-268956, alleging various wage-and-hour claims on behalf of himself and other non-exempt, hourly employees of Defendant in California, including the failure to: (1) pay minimum wages, (2) pay overtime wages, (3) timely pay all wages, (4) provide meal breaks, (5) provide rest breaks, (6) provide accurate wage statements, (7) pay all wages due upon separation of employment, (8) pay reporting time pay, (9) pay unused and vested vacation wages, and (10) timely produce personnel records.

2.12 On August 27, 2021, Plaintiff Andrews filed a PAGA action complaint, entitled *Andrews v. In-N-Out Burgers*, Los Angeles County Superior Court Case No. 21STCV31791, alleging a single cause of action for civil penalties under PAGA on behalf of Andrews and other non-exempt, hourly employees of Defendant in California based on Defendant's failure to: (1) pay overtime and minimum wages for all hours worked; (2) provide rest periods; (3) provide meal periods; (4) provide suitable resting facilities; (5) provide recovery periods; (6) furnish accurate, itemized wage statements; (7) keep accurate payroll and time records; (8) timely pay wages during employment and at termination; (9) provide split-shift pay; (10) provide reporting time pay; (11) provide suitable seating; (12) refrain from requiring employees to agree to unlawful terms or conditions and from prohibiting disclosure of statutory violations; and (13) provide written notice of information material to employees' employment. Plaintiff Andrews's individual PAGA claim has since been compelled to arbitration before ADR Services, Inc., Case No. 24-5167-DJL.

2.13 On or about April 7, 2023, Plaintiff-Intervenor Elissa Bristow filed an amended PAGA Notice with the LWDA, removing the claims pertaining to Plaintiff Becerra and adding claims pertaining to Bristow, alleging various wage-and-hour claims pursuant to California law.

2.14 On October 30, 2023, the court granted Plaintiff-Intervenor Elissa Bristow leave to intervene, and Bristow filed a Representative Action Complaint in Intervention in *Becerra v. In-N-Out Burgers*, Los Angeles County Superior Court Case No. 21STCV17045, asserting a cause of action for civil penalties under PAGA. Bristow's individual claims have since been compelled to arbitration.

2.15 On August 30, 2024, Plaintiff Vanbreemen, a former non-exempt employee of Defendant, filed his PAGA Notice with the LWDA, alleging various wage-and-hour claims pursuant to California law.

2.16 On December 27, 2024, Plaintiff Vanbreemen filed a class and PAGA action complaint, entitled *Vanbreemen v. In-N-Out Burgers*, San Bernardino County Superior Court Case No. CIVRS2403118, alleging various wage-and-hour claims on behalf of non-exempt hourly employees who worked at Defendant's distribution and warehouse facilities in California. The operative complaint in this Action alleges eleven causes of action for: (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to provide recovery periods; (4) failure to pay overtime wages; (5) failure to pay minimum wages; (6) failure to pay all wages due to discharged and quitting employees; (7) failure to furnish accurate itemized wage statements; (8) failure to maintain required records; (9) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (10) unfair and unlawful business practices; and (11) penalties under the Labor Code Private Attorneys General Act. Plaintiff Vanbreemen's class-related claims are being resolved through a separate, Class Action Settlement Agreement, to be filed and approved in the related action, entitled *Vanbreemen v. In-N-Out Burgers*, San Bernardino County Superior Court, CIVRS2403118 (the "Class Settlement"), whereas his PAGA claims are being resolved through this PAGA Action Settlement Agreement.

2.17 A mediation was held with mediator Tripper Ortman on August 15, 2025, at which time the Parties reached an agreement to resolve the Action in its entirety.

2.18 In connection with the August 15, 2025 mediation, Plaintiffs requested and Defendant provided information related to employees who worked for Defendant as non-exempt employees in California, including the total number of employees, total number of pay periods, and average rate of pay, among other things. Defendant also produced various documents requested by Plaintiffs before the mediation, many of which were already produced in the course of discovery, including employee handbooks and time and payroll records for all putative PAGA Members. In these and other ways, the Parties investigated the facts and analyzed the relevant legal issues with regard to the claims in the Actions and Defendant's defenses to them. Based on this investigation and analysis, Plaintiffs believe the Actions have merit, while Defendant believes the Actions have no merit. Plaintiffs submit that their investigation was sufficient 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*").

2.19 Following the August 15, 2025 mediation, a Memorandum of Agreement ("MOA") memorializing the material terms of the Parties' settlement was circulated for execution on June 2, 2026, and was fully executed by all Parties as of July 6, 2026. The MOA provides for a non-reversionary aggregate settlement amount of Fourteen Million Dollars ($14,000,000.00) across the PAGA Actions and the class claims in *Vanbreemen v. In-N-Out Burgers*, San Bernardino County Superior Court, Case No. CIVRS2403118, of which Thirteen Million Dollars ($13,000,000.00) is allocated to the PAGA Actions and One Million Dollars ($1,000,000.00) is allocated to Plaintiff Vanbreemen's class-related claims, which are being resolved through the separate Class Action Settlement Agreement. On August 14, 2026,

Plaintiffs' Counsel provided the initial draft of this Agreement to Defense Counsel for review. This Agreement memorializes the PAGA-related terms of the MOA.

2.20 The Parties have each considered the uncertainties of continued litigation and the benefits to be obtained under the proposed settlement, and have considered the costs, risks, and delays associated with the continued prosecution of the Actions and the likely appeals of any rulings in favor of Plaintiffs or Defendant.

2.21 The Parties, through their counsel, have engaged in arm's-length negotiations concerning a resolution of the Actions and Released PAGA Claims.

2.22 It is the Parties' intention and the objective of this Agreement to avoid the costs of further litigation and trial, and to settle and dispose of, fully and completely and forever, the claims released and described herein.

2.23 The Court has not ruled on the merits of Plaintiffs' claims or Defendant's defenses.

2.24 The Parties, Plaintiffs' Counsel, and Defense Counsel represent that they are not aware of any other pending litigation asserting claims that will be extinguished or affected by the Settlement of the PAGA claims.

## 3. MONETARY TERMS.

3.1 Gross Settlement Amount. Defendant promises and agrees to pay $13,000,000.00 as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount before the deadline stated in Section 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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 Approval:

3.2.1 To Plaintiffs: PAGA Representative Service Payments of not more than $15,000.00 each to Plaintiffs Tom Piplack, Donovan Sherrod, Brendon Hart, Ryan Accurso, Brianna M. Taylor, Tayler Andrews, Arianna Carrera, and Elissa Bristow (in addition to any PAGA Payments each Plaintiff is entitled to receive as a PAGA Member). Defendant will not oppose Plaintiffs' request for PAGA Representative Service Payments that do not exceed this amount to each Plaintiff. Each Plaintiff shall allocate Four Thousand Dollars and Zero Cents ($4,000.00) of the PAGA Representative Service Payment as consideration for the general release of claims set forth in Section 5.1. As part of the motion for the Plaintiffs' Counsel Fees Payment and Litigation Expenses Payment, Plaintiffs will seek Court approval for any PAGA Representative Service Payments no later than 16 court days before the Approval Hearing. If the Court approves a PAGA Representative Service Payment in an amount less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the PAGA Representative Service Payments using IRS Forms 1099. Each Plaintiff assumes full responsibility and liability for employee taxes owed on their respective PAGA Representative Service Payment.

3.2.2 To Plaintiffs' Counsel: A Plaintiffs' Counsel Fees Payment of not more than forty (40) percent of the Gross Settlement Amount, which is currently

estimated to be $5,200,000.00, and a Plaintiffs' Counsel Litigation Expenses Payment of not more than $130,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs' Counsel will file a motion for the Plaintiffs' Counsel Fees Payment and Litigation Expenses Payment no later than 16 court days before the Approval Hearing. If the Court approves a Plaintiffs' Counsel Fees Payment and/or a Plaintiffs' Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Released Parties shall have no liability to Plaintiffs' Counsel or any other plaintiff's counsel arising from any claim to any portion of any Plaintiffs' Counsel Fee Payment and/or Plaintiffs' Counsel Litigation Expenses Payment. The Administrator will pay the Plaintiffs' Counsel Fees Payment and Plaintiffs' Counsel Expenses Payment using one or more IRS Forms 1099. Plaintiffs' Counsel assumes full responsibility and liability for taxes owed on the Plaintiffs' Counsel Fees Payment and the Plaintiffs' Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed $123,250.00 for administering this PAGA Action Settlement, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $123,250.00, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.4 To Each PAGA Member: An Individual PAGA Payment calculated by the Administrator by (a) dividing 25% of the Net Settlement Amount by the total number of Pay Periods worked by all PAGA Members, and (b) multiplying the result by the number of Pay Periods each individual PAGA Member worked.

3.2.4.1 Tax Allocation of Individual PAGA Payments. All individual PAGA Member Payments and Service Payments will be allocated completely to the settlement of claims for interest and statutory penalties and will be reported on an IRS Form 1099 by the Settlement Administrator. Each PAGA Member shall be responsible for paying any taxes due on their PAGA Member Payment and Service Payments, if any, in accordance with applicable tax laws.

## 4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 PAGA Data. Not later than 15 business days after the Court grants Approval of the Settlement, Defendant will deliver the PAGA Member Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect PAGA Members' privacy rights, the Administrator must maintain the PAGA Member Data in confidence, use the PAGA Member Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Member Data to the Administrator's employees who need access to the PAGA Member Data to effectuate administration of the Settlement under this Agreement. Defendant will promptly notify Plaintiffs' Counsel if they discover that the PAGA Member Data omitted PAGA Member identifying information and provide corrected or updated PAGA Member Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the PAGA Member 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 PAGA Member Data.

4.2 Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount ($13,000,000.00) by transmitting the funds to the Administrator no later than 65 days after Plaintiffs serve notice of entry of judgment of the PAGA Actions on Defendant (provided no appeal is filed in the PAGA Actions), or if an appeal to the judgment in the PAGA Actions is filed, such amount shall be funded within 21 business days after the judgment is affirmed, remittitur issued, and the time for any further appeals has elapsed.

4.3 Payments from the Gross Settlement Amount. Within 15 business days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all PAGA Member Payments, the LWDA Payment, the Administration Expenses Payment, the Plaintiffs' Counsel Fees Payment, the Plaintiffs' Counsel Litigation Expenses Payment, and the PAGA Representative Service Payments. Disbursement of the Plaintiffs' Counsel Fees Payment, the Plaintiffs' Counsel Litigation Expenses Payment and the PAGA Representative Service Payment shall not precede disbursement of Individual PAGA Member Payments (including both the Individual PAGA Member Payments and the LWDA Payment).

4.3.1 The Administrator will issue checks for the Individual PAGA Member Payments and send them to the PAGA 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. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2 The Administrator must conduct an Address Search for all other PAGA Members whose checks are returned undelivered without a USPS forwarding address. Within five business 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 PAGA Member Address Search. The Administrator need not take further steps to deliver checks to PAGA Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a requested replacement check to any PAGA Member whose original check was lost or misplaced, prior to the void date.

4.3.3 For any PAGA Member whose 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 PAGA Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subdivision (b).

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

4.3.5 Defendant will not be required to pay any interest on any portion of funds in the distribution account, whether or not all checks are cashed.

4.4 Discharge of Obligations. Defendant shall discharge its obligations to Plaintiffs and PAGA Members through the remittance of the Gross Settlement Amount to the Administrator as set forth in Section 4.2, above, regardless of whether checks representing Individual PAGA Payments are actually received and/or negotiated by Plaintiffs (or Plaintiffs' Counsel) and/or PAGA Members. Once Defendant has complied with its obligation set forth in Section 4.2 above, it will be deemed to have satisfied all terms and conditions under this

Agreement, shall be entitled to all protections afforded to it and the Released Parties under this Agreement, and shall have no further obligations under the terms of the Agreement, except to cooperate in good faith with Plaintiffs' Counsel and/or the Administrator to resolve any issue that may arise with the administration of the Settlement.

## 5. RELEASES OF CLAIMS.

5.1 Effective on the date when Defendant fully funds the Gross Settlement Amount, Plaintiffs, PAGA Members, and Plaintiffs' Counsel will release claims against all Released Parties as follows:

5.2 Plaintiffs' General Release. Plaintiffs, together and individually, and each of their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, assigns generally, and all those who claim through each of them or who assert claims on their behalf shall be deemed to have expressly released, waived and relinquished any and all claims, demands, rights, liabilities and causes of action they have or have ever had against any of the Released Parties, whether for economic damages, noneconomic damages, exemplary damages, penalties, restitution, injunctive or declaratory relief, interest, attorneys' fees, costs or any other forms of monetary or non-monetary relief in any way arising out of or relating to any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions or failures to act at any time, including but not limited to any claims arising from or related to each Plaintiffs' employment, application for employment, or termination of that employment. This general release by Plaintiffs shall include all statutory claims, common law claims (including but not limited to those sounding in contract, tort and equity), and claims for compensation to the fullest extent permitted by law. Plaintiffs further agree not to sue or otherwise make a claim against any of the Released Parties for any of the claims that are released pursuant to this Agreement.

5.3 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. Plaintiffs acknowledge together and individually that the general release herein includes potential claims and costs that may not be known or suspected by them to exist, and they hereby expressly and affirmatively waive and relinquish any and all rights and benefits which they may otherwise have relating to the claims released in this Agreement pursuant to Civil Code section 1542, and any similar law of any state or territory of the United States. Civil Code section 1542 states as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

5.4 Releases by PAGA Members. All PAGA Members, together and individually, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, executors, administrators, successors, and assigns, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released PAGA Claims during the PAGA Period.

## 6. SETTLEMENT ADMINISTRATION.

6.1 Selection of Administrator. The Parties have jointly selected Atticus Administration, LLC to serve as the Administrator and verified that, as a condition of appointment, Atticus Administration, LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. 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.

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

6.3 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.

6.4 Objections to Settlement. PAGA Members have no right to object to the PAGA Settlement.

6.5 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, including but not limited to: (1) performing a national change of address search for PAGA Members; (2) establishing and maintaining the Qualified Settlement Fund for the disbursement of the Gross Settlement Amount; (3) computing the amount of the settlement and other payments to be made from the Gross Settlement Amount; (4) processing and mailing the settlement and other payments, including the Notice to the PAGA Members, under this PAGA Action Settlement and Release Agreement; (5) printing and providing Plaintiff, Plaintiff's Counsel and the PAGA Members with IRS 1099 forms as required by this Agreement and applicable law; (6) preparing, issuing, and filing any tax returns and information returns and other filings required by any governmental taxing authority or other governmental agency; (7) remit any uncashed Settlement checks to the State Controller's Office, Unclaimed Property Division in the name of each PAGA Member; and (8) for such other tasks as the Parties mutually agree upon or the Court orders the Settlement Administrator to perform.

6.5.1 The Administrator will maintain and monitor an email address and a toll-free telephone number to receive PAGA Member calls, faxes, and emails.

6.5.2 Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Plaintiffs' Counsel and Defense Counsel with a report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 14 days before any deadline set by the Court, the Administrator will prepare, and submit to Plaintiffs' Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Plaintiffs' Counsel is responsible for filing the Administrator's declaration in Court.

## 7. PAGA MEMBER SIZE ESTIMATES.

7.1 Based on a review of its records, Defendant estimates that, as of May 31, 2026, (1) there are approximately 88,511 PAGA Members who collectively worked a total of approximately 4,698,217 Pay Periods as non-exempt employees for Defendant during the PAGA

Period. In the event that the total number of Pay Periods actually worked by PAGA Members (the "Actual Pay Periods") exceeds the amount of Defendant's estimate of 4,698,217 Pay Periods by more than twelve percent (12%), the Gross Settlement Amount shall be increased by one (1) percent for every one percent increase in pay periods worked over the twelve (12) percent threshold or, alternatively, at Defendant's election, to shorten the release period so that the number of Actual Pay Periods does not trigger any proportional increase. There shall be no increase in the Gross Settlement Amount if the total number of Actual Pay Periods is 5,262,003 or less. Notwithstanding the foregoing, Defendant's obligation to pay any proportional increase under this Section is expressly conditioned upon this Agreement being fully executed and all necessary approval paperwork being filed with the Court no later than November 9, 2026, unless Plaintiffs are unable to file by that date due to delays attributable to Defendant. If such conditions are not satisfied within that timeframe through no fault of Defendant, no proportional increase to the Gross Settlement Amount shall apply, and the Gross Settlement Amount shall remain as set forth herein regardless of the number of Actual Pay Periods.

## 8. CONSOLIDATION OF PLAINTIFFS' PAGA CLAIMS BEFORE THE COURT.

8.1 The Parties agree that, for purposes of obtaining Approval of this Settlement and entry of Judgment, all of Plaintiffs' PAGA claims asserted in the Actions shall be joined and brought before the Court in *Accurso v. In-N-Out Burgers*, Sonoma County Superior Court, Case No. SCV-268956. Within ten (10) business days after execution of this Agreement, Plaintiffs shall prepare a consolidated or amended complaint asserting the PAGA claims of all Plaintiffs—Ryan Accurso, Tom Piplack, Donovan Sherrod, Brianna M. Taylor, Tayler Andrews, Blake Vanbreemen, Arianna Carrera, Brendon Hart, and Elissa Bristow—for settlement purposes only, and shall provide a draft to Defense Counsel at least ten (10) business days before filing for review and comment. Defendant shall stipulate as necessary to permit the filing of the consolidated or amended complaint, and shall not oppose the joinder or consolidation of the PAGA claims in Sonoma County Superior Court. Defendant's stipulation and the joinder and consolidation of the PAGA claims are for settlement purposes only; if for any reason this Settlement does not become final, Defendant reserves, and does not waive, all rights and defenses and the Parties shall be restored to their respective positions as set forth in the Nullification of Settlement provision of this Agreement.

8.2 Dismissal of the Remaining Actions, Appeal, and Arbitrations. Plaintiffs and Counsel shall cooperate with Defendant in the preparation and filing of stipulated requests for dismissal disposing of all Actions, appeals, and arbitrations other than the consolidated proceeding in the Court, to the extent not already dismissed. Subject to the timing in the following paragraph, and subject to Section 8.2, the Parties shall dismiss with prejudice the named Plaintiffs' individual claims in, and shall take all steps reasonably necessary to conclude, each of the following: (a) *Piplack/Sherrod v. In-N-Out Burgers*, Orange County Superior Court, Case No. 30-2019-01114510-CU-OE-CJC; (b) *Sherrod v. In-N-Out Burgers*, Court of Appeal, Fourth Appellate District, Division Three, Case No. G064028 (by dismissal or abandonment of the appeal); (c) *Taylor v. In-N-Out Burgers*, Los Angeles County Superior Court, Case No. 21STCV18259; (d) *Taylor v. In-N-Out Burgers*, Los Angeles County Superior Court, Case No. 22STCV06730; (e) *Taylor v. In-N-Out Burgers*, JAMS, Reference No. 5220001732; (f) *Andrews v. In-N-Out Burgers*, Los Angeles County Superior Court, Case No. 21STCV31791; (g) *Carrera v. In-N-Out Burgers*, San Bernardino County Superior Court, Case No. CIVSB2115431; (h) *Becerra v. In-N-Out Burgers* (and the Complaint in Intervention of Elissa Bristow), Los Angeles County Superior Court, Case No. 21STCV17045; (i) *Piplack v. In-N-Out Burgers*, Judicate West, Case No. A325548; (j) *Andrews v. In-N-Out Burgers*, ADR Services, Inc., Case No. 24-5167-DJL; (k) *Hart v. In-N-Out Burgers*, JAMS, Case No. 5200001698; and (l) the PAGA claims (Eleventh Cause of Action) in *Vanbreemen v. In-N-Out Burgers*, San Bernardino County Superior Court, Case No. CIVRS2403118 (for the avoidance of doubt, Plaintiff Vanbreemen's class-related claims are being resolved through the separate Class Action Settlement Agreement

and are not dismissed pursuant to this Section). To the extent any of the foregoing asserts non-individual or representative PAGA claims, those claims shall be dismissed without prejudice as they are resolved through the consolidated proceeding in the Court.

8.3 Staying the Remaining Actions, Appeal, and Arbitrations Pending Settlement Approval. No dismissal shall be filed, and no dismissal shall become effective, until after the Court grants Approval, the Judgment is entered, and Defendant funds the Gross Settlement Amount, so that the Parties' positions are preserved if the Settlement does not become final. Pending the filing of dismissals, the Parties shall stay the Actions, the appeal, and the arbitrations, except as necessary to effectuate this Settlement. Plaintiffs' Counsel shall be responsible for filing the stipulated dismissals and for providing Defense Counsel with conformed copies. For the avoidance of doubt, this provision does not apply to any actions that have already been dismissed prior to the execution of this Agreement.

## 9. MOTION FOR APPROVAL.

9.1 Not later than 16 court days before the calendared Approval Hearing, Plaintiffs will file in Court, a motion for approval of the PAGA Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), Proposed Approval Order, and a proposed Judgment (collectively "Motion for Approval"). Plaintiffs' Counsel shall provide a draft of the Motion for Approval, including all supporting papers, to Defense Counsel at least ten (10) business days before filing for review and comment. Plaintiffs' Counsel and Defense Counsel will expeditiously meet and confer in good faith, to resolve any disagreements concerning the Motion for Approval. The Parties agree to use their best efforts to schedule the Approval Hearing so that it occurs within ninety (90) calendar days of the date upon which this Agreement is fully executed. If it is not possible to schedule the Approval Hearing within ninety (90) calendar days, the Parties agree to schedule the hearing at the first available date thereafter.

9.2 Submission of the Proposed Settlement to the LWDA. Concurrently with, and in no event later than, the filing of the Motion for Approval, Counsel shall submit a copy of this Agreement and the proposed settlement of the PAGA claims to the LWDA at the same time it is submitted to the Court, as required by California Labor Code section 2699, subdivision (s)(2) (formerly subdivision (l)(2)). Counsel shall file proof of the LWDA submission with the Court in support of the Motion for Approval. Plaintiffs shall further provide the LWDA with any additional notice of the proposed settlement and any other notifications required under the Private Attorneys General Act, and nothing in this Agreement relieves any Plaintiff of the obligation to file all required PAGA notices with the LWDA.

9.3 Duty to Cooperate. If the Court does not grant Approval or conditions Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by PAGA Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Approval. The Court's decision to award less than the amounts requested for the PAGA Representative Service Payments, Plaintiffs' Counsel Fees Payment, Plaintiffs' Counsel Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Section. Notwithstanding the foregoing, Defendant shall in no circumstances be required to pay any amount greater than the Gross Settlement Amount except as provided in Paragraph 7.1.

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

9.5 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Plaintiffs' Counsel Fees Payment and Plaintiffs' Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all PAGA Members, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. In the event any appeal is filed from the Judgment, or any other appellate review is sought before the Effective Date, the Parties' obligations to perform under this Agreement will be suspended and administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review, and until such time as the Judgment becomes final.

9.6 Nullification of Settlement. In the event that: (i) the Court does not approve the Settlement as provided herein, (ii) the Court does not enter the Judgment as provided for herein, or (iii) the Settlement does not become final for any other reason, then this Agreement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Agreement will likewise be treated as withdrawn or vacated by stipulation of the Parties. The Parties shall return to their respective positions that existed before the mediation that resulted in this Agreement, and no term of this Agreement or any draft thereof, or the negotiation, documentation or other part or aspect of the Parties' settlement discussions, shall have any effect or be admissible as evidence for any purpose in the Action, or in any other proceeding; provided, however, that nothing in this Section shall affect the enforceability, admissibility, or binding effect of the Memorandum of Agreement, which shall remain fully enforceable and binding upon the Parties in accordance with its terms, including Paragraph 24 thereof.

9.7 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 PAGA Members), this Agreement shall be null and void, as set forth in Section 9.5. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain 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 PAGA Representative Service Payments or any payments to Plaintiffs' Counsel shall not constitute a material modification of the Judgment within the meaning of this Section, as long as the Gross Settlement Amount remains unchanged.

## 10. AMENDED JUDGMENT.

10.1 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.

## 11. ADDITIONAL PROVISIONS.

11.1 No Admission of Liability. 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 Defendant that any of the allegations contained in the operative complaint in the Actions or in the PAGA Notices have merit or that Defendant has any liability for any claims asserted. Defendant contends that all of its employment practices comply and have complied with all applicable laws and regulations; that PAGA Members were and are properly compensated for all wages, including (without limitation) minimum wages and overtime wages, were and are properly provided meal periods, were and are properly authorized and permitted to take rest periods, were and are timely paid all final wages, were and are timely paid all wages during employment, were and are provided reporting time pay when appropriate,

were and are furnished accurate itemized wage statements, and were and are reimbursed for all necessary business expenses; that Defendant kept and keep requisite payroll records; that Defendant did not and does not engage in unfair competition, business acts, or practices; and that Defendant's conduct was not and is not willful, knowing and intentional, or otherwise unlawful with respect to any of the claims. Defendant has denied and continues to deny each of the claims alleged and the contentions made by Plaintiffs in the Actions or PAGA Notices. Defendant denies any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Actions or PAGA Notices and believe they have valid defenses to Plaintiffs' claims. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Approval or enter Judgment, Defendant reserves the right to hold any employee to their arbitration agreement, Defendant reserves the right to challenge representative action treatment of the Actions for any reasons, and Defendant reserves all available defenses to the claims in the Actions or PAGA Notices. The Settlement and this Agreement reflect the compromise and settlement of disputed claims between the Parties, and this Agreement's provisions and any and all drafts, communications or discussions relating thereto do not constitute, are not intended to constitute, and will not under any circumstances be deemed to constitute an admission by Defendant as to the merits, validity, or accuracy of any of the allegations or claims in the Actions, nor a waiver of any defense. The Settlement, this Agreement, and Parties' willingness to settle the Actions 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).

11.2 Publicity. The Parties agree that they will not issue any press releases or announcements of any kind related to the Settlement. The Parties agree they will not initiate any contact with the press, respond to any press inquiry, or have any communications with the press about the facts, amount, or terms of the Settlement. Prior to the Court's Approval of the Settlement, Plaintiffs will keep, and will direct Plaintiffs' Counsel to keep, the terms of the Settlement confidential, except for purposes of communicating with Plaintiffs only. After Approval of the Settlement, Plaintiffs may, and may permit Plaintiffs' Counsel to, comment regarding the specific terms of the Settlement (1) as required by law; (2) as required under the terms of the Settlement; (3) as required under counsel's duties and responsibilities as Plaintiffs' Counsel. In all other cases, Plaintiffs agree to limit, and to direct Plaintiffs' Counsel to limit, their statements regarding the terms of the Settlement, whether oral, written, or electronic (including the world wide web), to say the Actions have been resolved, and that Plaintiffs and their counsel are satisfied with the terms of the Settlement. Plaintiffs shall direct Plaintiffs' Counsel not to, at any time, advertise or mention the terms of the Settlement on personal or firm website(s); not to advertise settling a case against In-N-Out Burger; not to discuss the terms of the Settlement with media, general public, or issue press releases; and to limit any statements regarding the terms of the Settlement to that information that is publicly available. Any breach of the obligations set forth in this paragraph by Plaintiffs' Counsel shall be imputed to the respective Plaintiff(s) who retained such counsel.

11.3 No Press Releases/Public Comment. Unless they first obtain Defendant's express written consent, Plaintiffs' Counsel and Plaintiffs shall not (a) discuss, reveal, disclose, publicize, or promote the terms of this Settlement, or the negotiations leading to this Settlement, to any third party (including but not limited to the media, the legal community, or the public at large), or (b) issue any press releases or initiate any contact with the media regarding the Settlement, or otherwise advertise or publicize the Settlement, although Plaintiffs' Counsel may publicize the Settlement in general terms without reference to any identifying case information and without reference to the name of Defendant or any Released Parties. Nothing in this Agreement is intended to prevent Plaintiffs or Plaintiffs' Counsel from disclosing or discussing the terms of this Settlement (i) with the Court, (ii) with any PAGA Member, (iii) with the Administrator, or (iv) as otherwise required by law.

11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement shall constitute the entire agreement between the Parties relating to the PAGA Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party. Notwithstanding the foregoing, this Agreement does not prohibit any Participating PAGA Member from accepting and negotiating a check for an Individual PAGA Payment in connection with the Settlement, notwithstanding any release previously executed between any PAGA Member and Defendant, including pursuant to a prior severance agreement.

11.5 Attorney Authorization. Plaintiffs' Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, 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.

11.6 Parties Represented by Counsel. The Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Agreement by independent counsel of their own choosing, they have read this Agreement and have had it fully explained to them by such counsel, and they are fully aware of the contents of this Agreement and of its legal effect.

11.7 Voluntary Agreement. This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of either Party, or of any other person, firm or entity. Each Party has made such investigation of the facts pertaining to this Agreement and of all other matters pertaining hereto as she or it deems necessary.

11.8 Cooperation. The Parties agree to cooperate fully with each other to accomplish the terms of this Agreement, including but not limited to execution and delivery of any and all additional papers, documents, and other assurances and taking such other action that may be reasonably necessary to implement the terms of this Agreement. The Parties and their counsel shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, to effectuate this Agreement and the terms set forth herein.

11.9 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 Parties in this Settlement.

11.10 No Tax Advice. Neither Plaintiffs, Plaintiffs' Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

11.11 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.

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

11.13 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.

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11.14 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.

11.15 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.

11.16 Agreement Constitutes a Complete Defense. To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of or contrary to this Agreement.

11.17 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.

11.18 Calendar Days. Unless otherwise noted, all references 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 on a federal or state legal holiday, such date or deadline shall be on the first business day thereafter.

11.19 Execution in Counterparts. This Agreement may be executed in one or more counterparts, including by facsimile or electronically (i.e., PDF or DocuSign), 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.

11.20 Stay of Litigation. The Parties agree that upon the execution of this Agreement, and subject to the Court's approval, the litigation may be stayed, except to effectuate the terms of this Agreement. Pursuant to California Code of Civil Procedure section 583.330, the Parties further agree that upon the execution of this Agreement, any period of time during which the Actions have been stayed by the Court for purposes of the approval and administration of this Settlement shall be excluded in computing the time within which the Actions must be brought to trial pursuant to California Code of Civil Procedure section 583.310. Nothing in this provision or this Agreement shall be interpreted to extend the time within which an action must be brought to trial for any Action that was not brought to trial within the time provided in California Code of Civil Procedure section 583.310 at the time of the signing of the Memorandum of Agreement.

**SIGNATURES**.

Date 10/8/2026

Signed by:
A7C8F0F5276241D...

Tom Piplack
Plaintiff

Date _____

Donovan Sherrod
Plaintiff

Date _____

Brianna M. Taylor

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**SIGNATURES**.

Date _____

_____
Tom Piplack
Plaintiff

Date 10/9/2026

Signed by:
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Donovan Sherrod
Plaintiff

Date _____

_____
Brianna M. Taylor

11.14 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.

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**SIGNATURES**.

Date _____

_____
Tom Piplack
Plaintiff

Date _____

_____
Donovan Sherrod
Plaintiff

Date 10/20/2026

Brianna Taylor
_____
Brianna M. Taylor

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Plaintiff

Date 10/9/2026

DocuSigned by:
Tayler Andrews
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Tayler Andrews
Plaintiff

Date _____

_____
Blake Vanbreemen
Plaintiff

Date _____

_____
Ariana Carrera
Plaintiff

Date _____

_____
Brendon Hart
Plaintiff

Date _____

_____
Elissa Bristow
Plaintiff

Date _____

_____
Ryan Accurso
Plaintiff

Date _____

_____
Printed Name: _____
Title: _____
As an authorized representative for
Defendant In-N-Out Burgers

Approved as to Form Only and Agreed as to the Publicity Provision (Section 11.2) and No Press Releases/Public Comment Provision (Section 11.3)

Date _____

_____
Reed Marcy
Aiman-Smith & Marcy

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Date _____

_____
Brianna M. Taylor
Plaintiff

Date _____

_____
Tayler Andrews
Plaintiff

Date 10/12/2026

Signed by:
BVB
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Blake Vanbreemen
Plaintiff

Date _____

_____
Ariana Carrera
Plaintiff

Date _____

_____
Brendon Hart
Plaintiff

Date _____

_____
Elissa Bristow
Plaintiff

Date Oct 8, 2026

Ryan Andrew Accurso (Oct 8, 2026 14:31:12 PDT)
_____
Ryan Accurso
Plaintiff

Date _____

_____
Printed Name: _____
Title: _____
As an authorized representative for
Defendant In-N-Out Burgers

Approved as to Form Only and Agreed as to the Publicity Provision (Section 11.2) and No Press Releases/Public Comment Provision (Section 11.3)

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Plaintiff

Date _____

_____
Tayler Andrews
Plaintiff

Date _____

_____
Blake Vanbreemen
Plaintiff

Date 10/8/2026

Signed by:
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_____
Ariana Carrera
Plaintiff

Date _____

_____
Brendon Hart
Plaintiff

Date _____

_____
Elissa Bristow
Plaintiff

Date _____

_____
Ryan Accurso
Plaintiff

Date _____

_____
Printed Name: _____
Title: _____
As an authorized representative for
Defendant In-N-Out Burgers

Approved as to Form Only and Agreed as to the Publicity Provision (Section 11.2) and No Press Releases/Public Comment Provision (Section 11.3)

Date _____

_____
Reed Marcy
Aiman-Smith & Marcy

Docusign Envelope ID: D7FCA38B-BC46-828E-8105-75AFB7E9A38D

Plaintiff

Date _____

_____
Tayler Andrews
Plaintiff

Date _____

_____
Blake Vanbreemen
Plaintiff

Date _____

_____
Ariana Carrera
Plaintiff

Date 10/9/2026

Signed by:
Brendon Hart
28A868D84703402...
Brendon Hart
Plaintiff

Date _____

_____
Elissa Bristow
Plaintiff

Date _____

_____
Ryan Accurso
Plaintiff

Date _____

_____
Printed Name: _____
Title: _____
As an authorized representative for
Defendant In-N-Out Burgers

Approved as to Form Only and Agreed as to the Publicity Provision (Section 11.2) and No Press Releases/Public Comment Provision (Section 11.3)

Date 10/9/2026

Reed W. L. Marcy
_____
Reed Marcy
Aiman-Smith & Marcy

Plaintiff

Date _____

_____
Tayler Andrews
Plaintiff

Date _____

_____
Blake Vanbreemen
Plaintiff

Date _____

_____
Ariana Carrera
Plaintiff

Date _____

_____
Brendon Hart
Plaintiff

Date 10/09/2026

ID: 20339FE8-E723-41A6-9625-35...
Digitally signed by <randalrandyran@gmail.com>
October 9, 2026 at 5:41 PM PDT

_____
Elissa Bristow
Plaintiff

Date _____

_____
Ryan Accurso
Plaintiff

Date _____

_____
Printed Name: _____
Title: _____
As an authorized representative for
Defendant In-N-Out Burgers

Approved as to Form Only and Agreed as to the Publicity Provision (Section 11.2) and No Press Releases/Public Comment Provision (Section 11.3)

Date _____

_____
Reed Marcy
Aiman-Smith & Marcy



Document ID: D11FBB04BDBC99AACB84F2C6E25EEE9E

Date _____

_____
Brianna M. Taylor
Plaintiff

Date _____

_____
Tayler Andrews
Plaintiff

Date _____

_____
Blake Vanbreemen
Plaintiff

Date _____

_____
Ariana Carrera
Plaintiff

Date _____

_____
Brendon Hart
Plaintiff

Date _____

_____
Elissa Bristow
Plaintiff

Date Oct 8, 2026

Ryan Andrew Accurso (Oct 8, 2026 14:31:12 PDT)
Ryan Accurso
Plaintiff

Date _____

_____
Printed Name: _____
Title: _____
As an authorized representative for
Defendant In-N-Out Burgers

Approved as to Form Only and Agreed as to the Publicity Provision (Section 11.2) and No Press Releases/Public Comment Provision (Section 11.3)

Plaintiff

Date _____

_____
Tayler Andrews
Plaintiff

Date _____

_____
Blake Vanbreemen
Plaintiff

Date _____

_____
Ariana Carrera
Plaintiff

Date _____

_____
Brendon Hart
Plaintiff

Date _____

_____
Elissa Bristow
Plaintiff

Date _____

_____
Ryan Accurso
Plaintiff

Date 10/19/26

_____
Printed Name: Arnold M. Wensinger
Title: EVP, Chief Legal & Business Officer
As an authorized representative for Defendant
In-N-Out Burgers

Approved as to Form Only and Agreed as to the Publicity Provision (Section 11.2) and No Press Releases/Public Comment Provision (Section 11.3)

Date _____

_____
Reed Marcy
Aiman-Smith & Marcy

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Plaintiff

Date _____

_____
Tayler Andrews
Plaintiff

Date _____

_____
Blake Vanbreemen
Plaintiff

Date _____

_____
Ariana Carrera
Plaintiff

Date 10/9/2026

Signed by:
Brendon Hart
28A868D84703402...
Brendon Hart
Plaintiff

Date _____

_____
Elissa Bristow
Plaintiff

Date _____

_____
Ryan Accurso
Plaintiff

Date _____

_____
Printed Name: _____
Title: _____
As an authorized representative for
Defendant In-N-Out Burgers

Approved as to Form Only and Agreed as to the Publicity Provision (Section 11.2) and No Press Releases/Public Comment Provision (Section 11.3)

Date 10/9/2026

Reed W. L. Marcy
_____
Reed Marcy
Aiman-Smith & Marcy

Date _____

_____
Reed Marcy
Aiman-Smith & Marcy
Counsel for Plaintiffs Tom Piplack, Donovan Sherrod, and Brendon Hart

Date October 8, 2026

_____
Jonathan M. Lebe
Lebe Law, APLC
Counsel for Plaintiff Ryan Accurso

Date _____

_____
Joseph Lavi
Lavi & Ebrahimian
Counsel for Plaintiff Brianna M. Taylor

Date _____

_____
Mark Yablonovich
Law Offices of Mark Yablonovich
Counsel for Plaintiff Tayler Andrews

Date _____

_____
Charles C. Slater
Slater & Associates, APC
Counsel for Plaintiff Arianna Carrera

Date _____

_____
Scott Wheeler
The Wheeler Law Firm, APC
Counsel for Plaintiff Blake Vanbreemen

Date _____

_____
James M. Treglio
Potter Handy, LLP
Counsel for Plaintiff Elissa Bristow

Docusign Envelope ID: DF820919-3081-8358-831A-0A6D4439DC86

Counsel for Plaintiffs Tom Piplack, Donovan Sherrod, and Brendon Hart

Date _____

_____
Jonathan M. Lebe
Lebe Law, APLC
Counsel for Plaintiff Ryan Accurso

Date 10/20/2026

Joseph Lavi
_____
Joseph Lavi
Lavi & Ebrahimian
Counsel for Plaintiff Brianna M. Taylor

Date _____

_____
Mark Yablonovich
Law Offices of Mark Yablonovich
Counsel for Plaintiff Tayler Andrews

Date 10/8/2026

_____
Charles C. Slater
Slater & Associates, APC
Counsel for Plaintiff Arianna Carrera

Date _____

_____
Scott Wheeler
The Wheeler Law Firm, APC
Counsel for Plaintiff Blake Vanbreemen

Date _____

_____
James M. Treglio
Potter Handy, LLP
Counsel for Plaintiff Elissa Bristow

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Counsel for Plaintiffs Tom Piplack, Donovan Sherrod, and Brendon Hart

Date _____

_____
Jonathan M. Lebe
Lebe Law, APLC
Counsel for Plaintiff Ryan Accurso

Date _____

_____
Joseph Lavi
Lavi & Ebrahimian
Counsel for Plaintiff Brianna M. Taylor

Date 10/12/2026

_____
Mark Yablonovich
Law Offices of Mark Yablonovich
Counsel for Plaintiff Tayler Andrews

Date _____

_____
Charles C. Slater
Slater & Associates, APC
Counsel for Plaintiff Arianna Carrera

Date _____

_____
Scott Wheeler
The Wheeler Law Firm, APC
Counsel for Plaintiff Blake Vanbreemen

Date _____

_____
James M. Treglio
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Counsel for Plaintiff Elissa Bristow

Docusign Envelope ID: 78A016E6-326C-8079-8245-B0606FECAC7D

Date _____

_____
Reed Marcy
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Counsel for Plaintiffs Tom Piplack, Donovan Sherrod, and Brendon Hart

Date October 8, 2026

_____
Jonathan M. Lebe
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Counsel for Plaintiff Ryan Accurso

Date _____

_____
Joseph Lavi
Lavi & Ebrahimian
Counsel for Plaintiff Brianna M. Taylor

Date _____

_____
Mark Yablonovich
Law Offices of Mark Yablonovich
Counsel for Plaintiff Tayler Andrews

Date _____

_____
Charles C. Slater
Slater & Associates, APC
Counsel for Plaintiff Arianna Carrera

Date October 12, 2026

_____
Scott Wheeler
The Wheeler Law Firm, APC
Counsel for Plaintiff Blake Vanbreemen

Date _____

_____
James M. Treglio
Potter Handy, LLP
Counsel for Plaintiff Elissa Bristow

Counsel for Plaintiffs Tom Piplack, Donovan Sherrod, and Brendon Hart

Date _____

_____
Jonathan M. Lebe
Lebe Law, APLC
Counsel for Plaintiff Ryan Accurso

Date _____

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Lavi & Ebrahimian
Counsel for Plaintiff Brianna M. Taylor

Date _____

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Mark Yablonovich
Law Offices of Mark Yablonovich
Counsel for Plaintiff Tayler Andrews

Date _____

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Charles C. Slater
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Counsel for Plaintiff Arianna Carrera

Date _____

_____
Scott Wheeler
The Wheeler Law Firm, APC
Counsel for Plaintiff Blake Vanbreemen

Date October 12, 2026

_____
James M. Treglio
Potter Handy, LLP
Counsel for Plaintiff Elissa Bristow



Document ID: D11FBB04BDBC99AACB84F2C6E25EEE9E

Date October 21, 2026

Paul S. Cowie
Sheppard Mullin Richter & Hampton LLP
Counsel for Defendant In-N-Out Burgers

Date _____

Fermin H. Llaguno
Littler Mendelson, P.C.
Counsel for Defendant In-N-Out Burgers

Date _____

_____
Paul S. Cowie
Sheppard Mullin Richter & Hampton LLP
Counsel for Defendant In-N-Out Burgers

Date October 21, 2026



_____
Fermin H. Llaguno
Littler Mendelson, P.C.
Counsel for Defendant In-N-Out Burgers