CLASS, COLLECTIVE, AND REPRESENTATIVE SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class, Collective, and Representative Action Settlement Agreement ("Agreement" or "Settlement Agreement") is made by and between Plaintiff Kylee Benedetti ("Plaintiff") and Defendant Scandia Sports, Inc., dba Scandia Family Fun Center ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means the class and representative action case titled *Benedetti v. Scandia Sports, Inc., dba Scandia Family Fun Center, et al.*, filed on July 31, 2021, in the Superior Court of the State of California, County of Sacramento, and assigned Case No. 34-2021-00305321.

1.2 "Aggrieved Employee(s)" means all past and present non-exempt employees of Defendant who worked in California from May 19, 2020, through July 3, 2023. Aggrieved Employees may not opt-out of the PAGA portion of the settlement and will receive payment in proportion to the number of pay periods they worked during the PAGA Period. This definition also includes all Class Members who are part of the Subclass, as defined in Paragraph 1.8.

1.3 "Administrator" means ILYM Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement. The Parties, Class Counsel, and Defense Counsel each represent that they do not have any financial interest in the Administrator or otherwise have a relationship with the Administrator that could create a conflict of interest. Further, ILYM is a proper Administrator as contemplated by the Court's Local Rules as (1) the Parties obtained multiple bids for the administration of this Class Action and ILYM's bid was the most reasonable; (2) ILYM is a qualified and experienced Administrator; and (3) ILYM has provided sufficient assurances about protecting and insuring Class Data, as set forth in the declaration of Lisa Mullins and attached to this Agreement as **Exhibit B**.

1.4 "Administration Expenses Payment" means the costs payable from the Gross Settlement Amount to the Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating estimated amounts per Class Member and Aggrieved Employee, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement Agreement, and as requested by the Parties and/or ordered by the Court. The Administrator has provided that such expenses will equal $7,850.00.

1.5 "Class Counsel" means Beeson, Tayer & Bodine, APC on behalf of Plaintiff and Class Members.

1.6 "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and actual expenses, respectively, incurred to prosecute the Action. The Class Counsel Fees Payment shall be paid from the Gross Settlement Amount. Class Counsel will be issued an IRS Form 1099 for the Attorneys' Fees and Costs detailed in this Section and shall be solely and legally responsible for paying all applicable taxes on the payment made pursuant to this Section. A reduction by the Court, in the Class Counsel Fees Payment shall not be grounds to nullify this Agreement.

1.7 "Class Data" means Class Member identifying information in Defendant's possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods. The Class Data will be provided by Defendant directly to the Class Administrator as set forth in Paragraph 4.1.

1.8 "Class Member(s)" or "Settlement Class" means all past and present non-exempt employees of Defendant in its Sacramento, California location who regularly perform the work of amusement park attendant or "Crew Member," and to whom Defendant has allegedly failed to (a) provide meal and rest breaks or pay premium wages; (b) pay reporting time wages; (c) pay earned wages; (d) timely pay earned wages; (e) pay overtime wages; (f) reimburse business expenses; (g) provide accurate itemized wage statements; (h) pay wages upon termination/severance of employment; from July 30, 2017 through July 3, 2023. The Settlement Class includes a "Subclass" of all past and present non-exempt employees who are or have been employed by Defendant as minor children to regularly perform the work of amusement park attendant or "Crew Member," and to whom Defendant allegedly failed to (a) maintain work permits and (b) employ within the legal hours of work requirements under California law. This includes either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee) from July 30, 2017 through July 3, 2023.

1.9 "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 Registry, skip traces, and direct contact by the Administrator with Class Members.

1.10 "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 in the form, without material variation, attached hereto as **Exhibit A** and incorporated by reference into this Agreement. The Class Notice will not be translated to Spanish as the Parties have concluded based on the demographics of the Class Members that such translation is not necessary.

1.11 "Class Period" means the period beginning July 30, 2017, and continuing through July 3, 2023, pursuant to the Memorandum of Understanding fully executed by the Parties on June 27, 2023.

1.12 "Class Representative" means the named Plaintiff, Kylee Benedetti, in the Action seeking Court approval to serve as Class Representative.

1.13 "Class Representative Enhancement Payment" means the amount to be paid to Plaintiff in recognition of her effort and work in prosecuting the Action on behalf of Class Members, the State of California, and Aggrieved Employees and in exchange for providing a general release and waiver of rights under California Civil Code section 1542.

1.14 "Court" means the Superior Court of California, County of Sacramento.

1.15 "Defense Counsel" means the attorneys of Clark Hill LLP on behalf of Defendant.

1.16 "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its order granting final approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment (i.e., sixty-one (61) days); or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

1.19 "Gross Settlement Amount" means the sum of Two Hundred Thousand Dollars and Zero Cents ($200,000.00) to be paid by Defendant in full and final satisfaction of all claims arising from the Action, except as provided in Paragraphs 3.1 and 4.1 below. The Gross Settlement Amount will be used to cover all Individual Class Payments to Participating Class Members, Individual PAGA Payments to Aggrieved Employees, the Class Representative Enhancement Payment to Plaintiff, Administration Expenses Payment to the Administrator, the LWDA PAGA Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.

1.20 "Judgment" means the Judgment entered by the Court upon granting Final Approval of the Settlement.

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

1.22 "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.

1.23 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699, subd. (i).

1.24 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699, subd. (i).

1.25 "MOU" means the Memorandum of Understanding the Parties signed after their April 4, 2023 mediation, with all Parties signing by June 27, 2023.

1.26 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Enhancement Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.27 "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. Such Class Member shall still be bound by the PAGA Release if such Class Member is an Aggrieved Employee.

1.28 "Operative Complaint" means Plaintiff's Class and Representative Action Complaint filed in this Action on July 30, 2021.

1.29 "PAGA" means the California Private Attorneys General Act (Labor Code §§ 2698, *et seq*.).

1.30 "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.31 "PAGA Period" means any time between May 19, 2020, through July 3, 2023.

1.32 "PAGA Notice" means Plaintiff's letter to Defendant and the LWDA, dated May 19, 2021 (Case No. LWDA-CM-832705-21), providing notice pursuant to Labor Code § 2699.3, subd.(a).

1.33 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, Five Thousand Dollars and Zero Cents ($5,000.00), allocated as 25% to the Aggrieved Employees (One Thousand, Two Hundred Fifty Dollars and Zero Cents ($1,250.00)), and the 75% to the LWDA (Three Thousand, Seven Hundred and Fifty Dollars and Zero Cents ($3,750.00)), in settlement of PAGA claims.

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

1.35 "Payment Ratio" means the total number of Workweeks worked during the Class Period divided by the total number of Workweeks worked by the Participating Class Members.

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

1.37 "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.38 "Released Claims" means the Released Class Claims and the Released PAGA Claims.

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

1.40 "Released PAGA Claims" means the claims being released as described in Paragraph 5.1 below.

1.41 "Released Parties" means Defendant and all of its respective current and former companies, parents, subsidiaries, predecessors and successors, and their affiliated entities, and each of their respective spouses, owners, officers, managing agent(s) (as defined in subdivision (b) of Section 3294 of the Civil Code), directors, partners, members, shareholders, and agents, and any other successors, heirs, assigns, or legal representatives, any attorneys, insurers, and claims representatives.

1.42 "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43 "Response Deadline" means sixty (60) calendar days after the Administrator mails the Class Notice to Class Members, 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 written objections to the Settlement. Class Members to whom Class Notice are resent after having been returned as undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.44 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.45 "Workweek(s)" means any week during which a Class Member worked for Defendant in California for at least one day during the Class Period.

2. RECITALS.

2.1 Plaintiff is alleged to be a former employee of Scandia Sports, Inc., dba Scandia Family Fun Center.

2.2 On July 30, 2021, Plaintiff filed a Complaint purporting to allege causes of action against Scandia Sports, Inc., dba Scandia Family Fun Center, Scandia Family Fun Center, Inc., and Scandia Miniature Golf Centers, Inc., for: (i) failure to provide meal and rest periods; pay premium wages (Labor Code §§ 226.7, 512, IWC Wage Order No. 10-2001); (ii) failure to pay reporting time wages (Labor Code §§ 218, 1194, IWC Wage Order 10-2001); (iii) failure to pay earned wages (Labor Code §§ 200, 218, 1194, IWC Wage Order 10-2001); (iv) failure to timely pay earned wages (Labor Code §§ 204, 210); (v) failure to pay overtime wages (Labor Code §§ 510, 1194, 1198, IWC Wage Order No. 10-2001); (vi) failure to reimburse business expenses (Labor Code § 2802); (vii) failure to provide accurate itemized wage statements (Labor Code §§ 226, 1174, IWC Wage Order No. 10-2001); (viii) failure to pay wages upon termination/severance of employment (Labor Code §§ 201, 202, 203); (ix) failure to maintain work permits for minors (Labor Code §§ 1299, 1301); (x) violation of hours of work requirements for minors (Labor Code §§ 1391, 1391.1, 1392); (xi)) unfair competition and unfair business practices (Bus. & Prof. Code §§ 17200, et seq.); and (xii) representative complaint for penalties on behalf of aggrieved employees pursuant to the Private Attorneys General Act (Labor Code §§ 2699, et seq.). Defendants deny the allegations in the Complaint, and deny any failure to comply with the laws identified in the Complaint, and deny any and all liability for the causes of action alleged.

2.3 Pursuant to Labor Code § 2699.3, subd. (a), Plaintiff gave written notice to Defendant and the LWDA by sending the PAGA Notice on May 19, 2021 (Case No. LWDA-CM-

832705-21). The PAGA Notice alleges Defendant violated California Labor Code §§ 200, 201, 202, 203, 210, 218, 226, 226.3, 226.7, 510, 512, 1174, 1194, 1198, 1299, 1301, 1391, 1391.1, 1391.2, 2699.3, 2802, and the applicable Industrial Welfare Commission Wage Order(s).

2.4 On April 4, 2023, the Parties participated in an all-day mediation presided over by Mark Rudy, Esq. Prior to mediation, Plaintiff obtained from Defendant, through informal discovery, information sufficient to meaningfully evaluate the claims at issue in the Action, including applicable written policies, the employee handbook in effect during the Class Period, Plaintiff's complete personnel file, and a sample of time and corresponding payroll records for Class Members.

2.5 On June 27, 2023, the Parties entered a binding Memorandum of Understanding (the "MOU") pursuant to which they agreed, subject to preliminary and final approval by the California Superior Court, to a global settlement of all claims that were made and could have been made in the Action in exchange for a payment of Five Hundred Thousand Dollars and Zero Cents ($500,000.00).

2.6 Class Counsel have conducted a thorough investigation into the facts of the Action. The Class Representative has vigorously prosecuted this case, and Defendant has vigorously contested it. Although the Court has not granted class certification in the Action, the Parties agree that the 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*").

2.7 On March 11, 2025, the Parties attended a Voluntary Settlement Conference, pursuant to which they agreed to decrease the global settlement of all claims that were made and could have been made in the Action in exchange for a payment of Two Hundred Thousand Dollars and Zero Cents ($200,000.00). Following the Settlement Conference, the Parties entered into this Agreement.

2.8 Without any admission of wrongdoing or liability by Defendant, it is the intention and agreement of the Parties to settle and dispose of, fully and completely, the Released Claims against the Released Parties (defined herein).

2.9 This Agreement is subject to the occurrence of the Effective Date (defined herein).

2.10 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 or affected by the Settlement.

3. MONETARY TERMS.

3.1 <u>Gross Settlement Amount</u>. Except as otherwise stated in Paragraph 4.1 below, Defendant promises to pay the total gross amount of Two Hundred Thousand Dollars and Zero Cents ($200,000.00) 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. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline in Paragraph 4.3 below. 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 Defendant. Any uncashed monies or proceeds will be distributed to the State Controller's Unclaimed Property Fund in the name of the intended recipient as set forth in Paragraph 4.4.2.

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 Plaintiff. A Class Representative Enhancement Payment of not more than Seven Thousand, Five Hundred Dollars and Zero Cents ($7,500.00) to be paid to Plaintiff in recognition of her effort and work in prosecuting the Action on behalf of Class Members, the State of California, and Aggrieved Employees and in exchange for providing a general release and waiver of rights under the California Civil Code section 1542. Defendant will not oppose a request for this payment provided that the request does not exceed this amount. Plaintiff and/or Class Counsel will seek approval of the Class Representative Enhancement Payment in the Motion for Final Approval. If the Court approves a Class Representative Enhancement Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. This award, which will be paid from the Gross Settlement Amount, in the amount subject to Court approval, will be in addition to any other payment Plaintiff is eligible to receive under the Settlement (e.g., Individual Class Payment and/or Individual PAGA Payment). The Administrator will issue an IRS Form 1099 to Plaintiff for her award, and Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amount received. Plaintiff's will separately file a declaration with the motion for preliminary approval setting forward the risks she took and her efforts in bringing this lawsuit.

3.2.2 To Class Counsel. A Class Counsel Fees Payment of up to twenty percent (20%) of the Gross Settlement Amount, which is currently estimated to be Forty Thousand Dollars ($40,000.00) and a Class Counsel Litigation Expenses Payment of not more than Fifteen Thousand Dollars and Zero Cents ($15,000.00). Defendant will not oppose a request for the payment provided that the request does not exceed these amounts. Plaintiff and/or Class Counsel will file a Motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment concurrently with the Motion for Final Approval. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to 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 assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class 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. A reduction by the Court of the Class Counsel Fees Payment and/or Class Counsel Expenses Payment shall not be grounds to nullify this Agreement.

3.2.3 To the Administrator. An Administration Expenses Payment not to exceed Ten Thousand Dollars and Zero Cents ($10,000.00), but expected to be $7,850.00, except for a showing of good cause and as approved by the Court. To the extent actual Administration expenses are greater than Ten Thousand Dollars and Zero Cents ($10,000.00), such excess amount, if approved, will be deducted from the Gross Settlement Amount, subject to the Court's approval. To the extent actual Administrator's expenses are less or the Court approves payment less than Ten Thousand Dollars and Zero Cents ($10,000.00), the Administrator will retain the remainder in the Net Settlement Amount for distribution on a pro rata basis to Participating Class Members.

3.2.4 To Each Participating Class Member. An Individual Class Payment calculated by the Administrator based on the number of Workweeks worked by the Class Member during the Class Period, with members of the Subclass to be credited for those Workweeks at two times the rate of a Class Member to compensate them for the allegations related to minor employees. Each specific Individual Class Payment will be calculated by: (a) calculating each Participating Class Members' Payment Ratio, by determining the total number of Workweeks worked during the Class Period and dividing that number by the total Workweeks worked by the Participating Class Members; (b) for any Class Member who is part of the Subclass, their Payment Ratio will be multiplied by two; and (c) multiplying the Class Member's Payment Ratio by the Net Settlement Amount to determine the Individual Class Payment.

3.2.5 Tax Allocation of Individual Class Payments. Ten Percent (10%) 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 tax withholding and will be reported on an IRS W-2 Form. Forty-Five Percent (45%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and Forty-Five Percent (45%) to penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.6 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 retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.7 To the LWDA and Aggrieved Employees. PAGA Penalties in the amount of Five Thousand Dollars and Zero Cents ($5,000.00) to be paid from the Gross Settlement Amount, with 75% ($3,750.00) allocated to the LWDA PAGA Payment and 25% ($1,250.00) allocated to the Individual PAGA Payments.

3.2.8 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (i.e., $1,250.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.9 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members.

4. SETTLEMENT DATA, FUNDING, AND PAYMENTS.

4.1 Class Data. Not later than thirty (30) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will 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. The Administrator has provided assurances in this regard, as set forth in the declaration of Lisa Mullins Exhibit B.

4.2 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, also inclusive of the amounts necessary to fully pay Defendant's share of payroll taxes owed on the Wage Portions of Individual Class Payments, by transmitting the funds to the Administrator no later than thirty (30) calendar days following Final Approval. The Administrator shall deposit the Gross Settlement Amount into federally insured bank accounts (i.e., FDIC) so that all money held by the Administrator is federally insured.

4.3 Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Representative Enhancement Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.

4.4 Distribution of Settlement Payments and Class Notice. 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 one-hundred eighty (180) calendar days after the date of mailing) when the check will be voided (the "Void Date"). The Administrator will cancel all checks not cashed by the Void Date. The Administrator will send checks for Individual Class 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 and 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, if any. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. The Class Notice will be sent via first-class mail to all Class Members in order to comply with due process. Upon class certification, California Rule of Court 3.766(c)(3) requires the court to make an order determining "[t]he time and manner of notice" to class members. "When class members' names and addresses are known or knowable with reasonable effort, notice can be accomplished by first-class mail." *Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 979 (quoting *Mullins v. Direct Digital, LLC* (7th Cir. 2015)

795 F.3d 654, 665). By sending this Notice to all Class Members via first-class mail, the contemplated Notice honors the due process rights of all Class Members under state law.

4.4.1 Class Member Address Search. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are retuned undelivered without a United States Postal Service ("USPS") forwarding address. Within seven (7) calendar 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, if requested by the Class Member prior to the Void Date.

4.4.2 Uncashed Settlement Checks. Any checks issued by the Administrator to Class Members will be negotiable for one hundred eighty (180) calendar days. Any checks that remain uncashed after one hundred eighty (180) calendar days from the date of initial mailing shall become null and void. Funds associated with cancelled checks shall be forwarded to the Controller of the State of California's Unclaimed Property Fund, pursuant to the Unclaimed Property Law, California Civil Code §§ 1500, *et seq.*, to be held in trust for those Participating Class Members and/or Aggrieved Employees who did not timely cash their Settlement checks. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as all payments to the Participating Class Members and Aggrieved Employees will be paid out, whether or not these individuals cash their Settlement checks. Therefore, Defendant will not be required to pay any interest on such amounts.

4.4.3 Unaffected Benefits. The Individual Class Payments and Individual PAGA Payments made to Class Members under this Settlement, and any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Member may be eligible, including, but not limited to, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Member may be entitled under any benefit plans.

5. RELEASE.

Effective on the date when Defendant fully funds the entire Gross Settlement Amount and Defendant's share of payroll taxes owed on the Wage Portions of Individual Class Payments, Plaintiff, Participating Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

5.1 **Released PAGA Claims.** Plaintiff, all Aggrieved Employees, and the State of California shall be deemed to have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from any and all claims, demands, rights, liabilities, and/or causes of action for penalties under PAGA that accrued during the PAGA Period and that were asserted in Plaintiff's PAGA Notice or the Operative Complaint as well as those that could reasonably have been alleged in the Action based on the facts contained in Plaintiff's PAGA Notice or the Operative Complaint, including, without limitation, Labor Code §§ 200, 201, 202, 203, 210, 218, 226, 226.3, 226.7, 510, 512, 1174, 1194, 1198, 1299, 1301, 1391, 1391.1, 1391.2, 2699.3, 2802, and the applicable Industrial Welfare Commission Orders including, but not limited to, Order No. 10-2001. Plaintiff and the Aggrieved Employees shall be deemed to have acknowledged and agreed that their claims in this Action are disputed, and that the payments to them set forth in this Agreement constitute payment of all sums allegedly due to them arising from the PAGA claims and constitute settlement of all PAGA claims.

Nothing in this Agreement is intended to or shall preclude Plaintiff and Aggrieved Employees from filing a complaint and/or charge with any appropriate federal, state, or local government agency and/or cooperating with said agency in its investigation. Plaintiff and Aggrieved Employees retain the right to file a charge with, and to participate in an investigation conducted by, any appropriate government agency charged with enforcement of any law and the right to engage in concerted activity granted by Section 7 of the National Labor Relations Act. Plaintiff and Aggrieved Employees, however, shall not be entitled to receive any civil penalties for the Released PAGA Claims in connection with any complaint or charge brought against any Released Party for claims arising on or before the date Plaintiff executes this Agreement, without regard as to who brought said complaint or charge.

5.2 **Released Class Claims.** Participating Class Members shall release and discharge Released Parties from the Released Class Claims and any and all federal and California state law wage-and-hour claims, rights, demands, liabilities, and/or causes of action of every nature and description arising from any and all claims that were alleged or could have been alleged in the Complaint based on the facts contained therein during the Class Period (July 30, 2017 through July 3, 2023), including, without limitation, statutory, constitutional, contractual, and/or common law claims for wages, reimbursements, damages, unpaid costs, penalties (including penalties under the California Labor Code's Private Attorneys General Act of 2004, as amended, California Labor Code section 2699 et seq.), liquidated damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief. The Released Class Claims include, without limitation, California Code of Civil Procedure sections 382, 474, 1021.5, California Labor Code sections 201, 202, 203, 210, 226, 226.7, 510, 512, 1174, 1194, 1198, 1299, 1301, 1391, 1391.1, 1391.2, 2698, 2699, 2699.3, 2699.5, 2802, any category of violations identified in Labor Code section 2699.5, and any federal counterparts, California Code of Regulations section 11400, California Business and Professions Code sections 17200, et seq., 17200-17208, 17203, 17204, 17205, any IWC Wage Orders, any cause of action for: (i) failure to provide meal and rest periods; pay premium wages (Labor Code §§ 226.7, 512, IWC Wage Order No. 10-2001); (ii) failure to pay reporting time wages (Labor Code §§ 218, 1194, IWC Wage Order 10-2001); (iii) failure to pay earned wages (Labor Code §§ 200, 218, 1194, IWC Wage Order 10-2001); (iv) failure to timely pay earned wages (Labor Code §§ 204, 210); (v) failure to pay overtime wages (Labor Code §§ 510, 1194, 1198, IWC Wage Order No. 10-2001); (vi) failure to reimburse business expenses (Labor Code § 2802); (vii) failure to provide accurate itemized wage statements (Labor Code §§ 226, 1174, IWC Wage Order No. 10-2001); (viii) failure to pay wages upon termination/severance of employment (Labor Code §§ 201,202, 203); (ix) failure to maintain work permits for minors (Labor Code §§ 1299, 1301); (x) violation of hours of work requirements for minors (Labor Code §§ 1391, 1391.1, 1392); (xi)) unfair competition and unfair business practices (Bus. & Prof. Code sections 17200, et seq.); and (xii) representative complaint for penalties on behalf of aggrieved employees pursuant to the Private Attorneys General Act (Labor Code §§ 2699, et seq.).

In connection with the above Released Class Claims, and in consideration of Defendant's payment of the Gross Settlement Amount, each and every Participating Class Member, including Plaintiff, will be deemed also to have acknowledged and agreed that California Labor Code section 206.5 is not applicable to Defendant and the Participating Class Members because there is a good faith dispute as to whether any wages are due at all to any Class Member. California Labor Code section 206.5 provides in pertinent part as follows:

AN EMPLOYER SHALL NOT REQUIRE THE EXECUTION OF A RELEASE OF A CLAIM OR RIGHT ON ACCOUNT OF WAGES DUE, OR TO BECOME DUE, OR MADE AS AN ADVANCE ON WAGES TO BE EARNED, UNLESS PAYMENT OF THOSE WAGES HAS BEEN MADE.

5.3. **Plaintiff's Release**. In consideration for the promises and covenants set forth in this Settlement, Plaintiff releases and forever discharges Defendant from any and all past, present and future claims, demands, obligations, actions, causes of actions, rights, damages, costs, losses of services, wages, costs, expenses and compensation of every nature whatsoever, whether based in tort, contract, equity, any statutory grounds or any other theory of recovery, in existence at any time through and including the Effective Date of this Settlement regarding any and all acts, omissions, transactions, injuries, damages and subject matters whatsoever, including without limitation all matters arising out of: (1) Plaintiff's employment relationship with Defendant and the rights, duties, and obligations arising out of any such relationship; (2) the Action, and any charge, claim or cause of action that was or could have been brought or filed in relation to the Action, and any state or federal lawsuit or governmental agency complaint which arose out of, or could have arisen out of, this Action (hereinafter collectively and singularly referred to as the "Plaintiff's Released Matters").

Without in any way limiting the generality of the foregoing, Plaintiff expressly acknowledges that Plaintiff's Released Matters, further, include without limitation: (1) all claims for wrongful termination in violation of public policy; (2) any and all claims of discrimination, retaliation, harassment, failure to prevent harassment or discrimination or retaliation, failure to accommodate, failure to engage in the interactive process, and all other violations under any local, state or federal law, regulation or ordinance; including, but not limited to: Title VII of the Civil Rights Act; the Americans with Disabilities Act; the Age Discrimination in Employment Act; the Older Workers Benefit Protection Act of 1990; the Family and Medical Leave Act; the National Labor Relations Act; the Consolidated Omnibus Budget Reconciliation Act of 1985; the California Fair Employment and Housing Act; Gov. Code §12940 et seq. and the Fair Labor Standards Act; the Rehabilitation Act; Executive order 11246; Executive Order 11141; the Federal Worker Adjustment and Retraining Notification Act; the California Worker Adjustment and Retraining Notification Act; the California Family Rights Act; the California Industrial Welfare Commission Wage Orders; the California Labor Code (with the exception of claims under the California Workers Compensation Act); (3) all claims for breach of express, oral and implied contract, breach of the covenant of good faith and fair dealing, estoppel, negligence, violation of public policy, negligent and intentional infliction of emotional distress, negligent or intentional misrepresentation, negligent or intentional interference with contractual relations or prospective economic advantage, defamation, invasion of privacy, libel, slander, fraud, failure to prevent and remedy harassment and retaliation, failure to accommodate; (4) all claims for misclassification as an independent contractor, severance pay, wages, overtime wages, failure to provide paystubs in compliance with state or federal law, bonuses, sick leave, personal leave, vacation pay, holiday pay, life or health insurance, and any other fringe benefit; and (5) all civil and statutory penalties of any kind under federal, state, or local law.

Plaintiff acknowledges and agrees that the release and discharge set forth in this section is a full and complete general release. Plaintiff waives and assumes the risk of any and all claims for damages which exist as of the Effective Date, but of which Plaintiff does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect the Parties' decision to enter into this Settlement. Plaintiff understands and agrees that this is a full and final release of all claims and causes of action of every nature and kind whatsoever, specifically including any and all liens, known and unknown, and releases claims that are known and unknown, suspected and unsuspected. This release is given in exchange for the consideration identified in this Settlement, which is material. <u>Accordingly, Plaintiff hereby waives and relinquishes any and all rights and benefits which she may otherwise have pursuant to California Civil Code, Section 1542 which provides</u>:

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

Plaintiff further agrees to, and agrees to accept, the payment of the Settlement Funds set forth in Paragraph 3.1 and any Representative Enhancement she is awarded by the Court as a complete compromise of all matters involving disputed issues of law and fact with respect to Plaintiff's Released Matters. Plaintiff assumes the risk that the facts or law may be other than she believes. This settlement is a compromise of all disputed claims between the Parties. Neither any Party's entry into this Settlement nor the payment of the Settlement Funds may be construed in any forum as an admission of liability on the part of Defendant, by whom liability is denied.

6. ADMINISTRATION OF TAXES.

6.1 <u>Tax Treatment of Individual PAGA Payments and Individual Class Payments</u>. The Individual PAGA Payments will be allocated as 100% penalties and reported on an IRS-Form 1099. All Individual Class Payments will be allocated as follows: ten percent (10%) of each Individual Class Payment will be allocated as wages and ninety percent (90%) will be allocated as non-wages. The portion allocated to wages will be reported on an IRS Form W-2 and the portion allocated to non-wages will be reported on an IRS Form-1099 by the Administrator. The Individual Class Payments will be reduced by any required legal deductions for each Class Member. All standard employee payroll deductions will be made for state and federal withholding taxes, including any other applicable payroll deductions owed by the Class Members as a result of the wage component, resulting in a net wage component. The Administrator will issue a W-2 Form to each Class Member for the wage component. The Administrator will issue a IRS Form-1099 for the remaining non-wages component. No withholding shall be made on the non-wages portion of the Individual Class Payment. The Administrator shall be responsible for issuing the payments and calculating and withholding all required state and federal taxes. The Administrator shall determine the eligibility for, and the amounts of, any Individual Class Payments under the terms of this Settlement Agreement. Any disputes not resolved by the Administrator concerning the administration of the Settlement will be resolved by the Court, under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the dispute without the necessity of involving the Court.

6.2 Tax Liability. Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Class Members are not relying on any statement, representation, or calculation by Defendant or by the Administrator in this regard. Plaintiff and Class Members understand and agree they will be solely responsible for the payment of their share of any taxes and penalties assessed on the payments described herein.

6.3 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 ADVISERS, 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 AGREEMENT 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 ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'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.

7. MOTION FOR PRELIMINARY APPROVAL.

Class Representative and Class Counsel agree to prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

7.1 Defendant's Responsibilities. Defendant will work with Class Counsel to prepare any necessary filings for Preliminary Approval.

7.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel for review prior to filing all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code § 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (v) a signed declaration from Class Counsel attesting to their competency to represent the Class Members; their timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code § 2699.3, subd. (a)), Operative Complaint (Labor Code § 2699, subd. (l)(1)), and this Agreement (Labor Code § 2699, subd. (l)(2))); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator.

7.3 Responsibilities of Counsel. Class Counsel is responsible for filing the Motion for Preliminary Approval; obtaining a hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

7.4 Policy Changes. In addition to the Gross Settlement Amount set forth above, the Parties agree to the following policy changes as part of the Settlement, which shall go in effect upon preliminary approval of the Settlement:

7.4.1 Defendant will modify the Employee Handbook to explain that a non-exempt, hourly employee can withdraw from a meal period waiver at the employee's discretion. Defendant will also require any employee who is a minor shall obtain a parental signature on any meal period waiver agreement.

7.4.2 Defendant will modify the Employee Handbook to explain when a non-exempt, hourly employee is entitled to premium pay for a missed meal period or rest break, and inform the employee of the supervisor to contact or form to complete in the event an employee is entitled to premium pay for a missed or late meal period or rest break.

7.4.3 Defendant will modify the Employee Handbook to explain when a non-exempt, hourly employee is entitled to reporting time pay

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected ILYM Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, ILYM Class Action Administration Solutions 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. Further, ILYM qualifies as an Administrator as set forth in Paragraph 1.3.

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 to 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 § 468B-1.

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 fourteen (14) calendar 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 Class Notice shall estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, 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 Pay Periods, and Requests for Exclusion will be sixty (60) calendar days.

8.4.5 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the sixty (60) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.4.6 If the Administrator, Defendant, Defendant Counsel, Plaintiff, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and 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) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later.

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

8.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. 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.

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 all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 5.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

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 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 5.1 of this Agreement and are eligible for and will be mailed an Individual PAGA Payment.

8.6 Challenges to Calculation of Workweeks and/or Pay Periods. Each Class Member shall have sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member, as stated in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator, via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the 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 and/or Class Counsel Litigation Expenses Payment.

8.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In addition and/or in the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so no later than sixty (60) calendar days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice was re-mailed).

8.7.3 Non-Participating Class Members have no right to object to any 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 and/or requested by the Parties and/or ordered by the Court.

8.8.1 Email Address and Toll-Free Number. The Administrator will 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 will promptly review, on a rolling basis, Requests for Exclusion to ascertain their validity and timeliness. Such decision shall be made by the Administrator solely. Not later than five (5) business 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 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 as undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the

Administrator's assessment of the validity and timeliness of Requests for Exclusion and written objections 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 fourteen (14) 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 Class Members, the total number of Requests for Exclusion from Settlement it received (both valid/timely or invalid/untimely), the number of written objections (both valid/timely or invalid/untimely), and attach the Exclusion List and copies of all Requests for Exclusion and objections it received. 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 fourteen (14) 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) calendar 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. DEFENDANT'S RIGHT TO WITHDRAW.

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% (five percent) of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant 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, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than ten (10) business days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. NULLIFICATION OF AGREEMENT.

In the event: (i) the Court does not enter the Preliminary Approval Order and approve the Released Claims specified herein; (ii) the Court does not finally approve the Settlement as provided herein; (iii) Defendant exercises its option to nullify the Settlement Agreement based on an excessive number of opt-outs, as described in Paragraph 9 above; or (iv) the Settlement does not become final for any other reason (*e.g.*, following an objection by the LWDA), this Settlement Agreement shall be null and void. A reduction of the Attorneys' Fees and Costs by the Court shall not be grounds for nullification of this Settlement. If the Settlement is nullified, any order or judgment entered by the Court in furtherance of this Settlement Agreement shall be treated as void from the beginning, and the Stipulations and Recitals contained herein shall be of no force or effect, and shall not be treated as an admission by the Parties or their counsel. In such a case, the Parties and any funds to be awarded under this Settlement Agreement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that any fees already incurred by the Administrator shall be paid equally by both Parties. The Parties agree that they will cooperate and take all steps necessary in order to obtain preliminary and/or final approval in the event that the Court raises issues or questions about this Settlement or anything pertaining to this Settlement (including, but not limited to, the Motion for Preliminary Approval and Motion for Final Approval).

11. MOTION FOR FINAL APPROVAL.

Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court a motion for final approval of the Settlement that includes (i) a request for approval of the PAGA settlement under Labor Code § 2699, subd. (l), (ii) a Proposed Final Approval Order, and (iii) a Proposed Judgment (collectively, "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) 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 (5) 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 agree to attend mediation again in an effort to reach a settlement that can be approved by the Court. The Court's decision to award less than the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

11.3 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.

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 Agreement, 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.

11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If a 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 Participating Class Members and/or Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together, and 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 Administrator's expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of 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 § 384, the Parties will promptly work together, and in good faith, to jointly submit a proposed amended judgment.

13. ADDITIONAL PROVISIONS.

13.1 No Admission of Liability. The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically denies, it violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, including the MOU, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local, or other applicable law.

13.2 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.

13.3 Confidentiality. Neither Plaintiff nor Class Counsel shall issue any press release or announcement of any kind related in any way to the Settlement. Plaintiff and Class Counsel agree that, prior to Preliminary Approval of the Settlement, they will keep the terms of this Settlement confidential except for purposes of communicating with Plaintiff and Class Members only. Plaintiff shall be informed that the Settlement is confidential and shall be advised to keep the Settlement confidential. From and after Preliminary Approval of the Settlement, Plaintiff and Class Counsel may: (1) as required by law; (2) as required under the terms of the Settlement; or (3) as required under counsel's duties and responsibilities owed to Class Members, comment regarding the specific terms of the Settlement. In all other cases, Plaintiff and Class Counsel agree to limit their statements regarding the terms of the Settlement, whether oral, written, or electronic (including the world wide web), to say the Action has been resolved and that Plaintiff and Class Counsel are satisfied with the Settlement terms. Nothing in this Paragraph is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their ethical and fiduciary duties as Class Counsel, including, but not limited to, communicating with Class Members regarding the Settlement. This Settlement shall not be advertised or mentioned on any source, including Class Counsel's personal or firm website(s).

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

13.5 Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

13.6 Contractual Terms. Each term of this Agreement is contractual and not merely a recital.

13.7 Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

13.8 Modifications. The Parties agree that the provisions of this Agreement may not be modified by any subsequent agreement unless the modifying agreement is: (i) in writing; (ii) specifically references this Agreement; (iii) signed by Plaintiff; and (iv) signed and approved by an authorized officer of Defendant.

13.9 Mutual 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.

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

13.11 Exhibits Incorporated by Reference. The terms of this Settlement include the terms set forth in any attached Exhibit, which are incorporated by this reference as though fully set forth herein. Any Exhibit to this Agreement is an integral part of the Settlement.

13.12 Execution in Counterparts. This Settlement Agreement is subject to the execution of all Parties and may be executed in one or more counterparts. All executed counterparts and each of them, including electronic signatures (e.g., DocuSign), facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument and all of which taken together shall be construed as one document. The Parties expressly agree to the use of authorized electronic signature (e.g., DocuSign) or by facsimile and that such signatures shall be as legally binding as an original signature.

13.13 Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of Mark Rudy, Esq. (mediator) to resolve such disagreement.

13.14 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, including a full day of mediation and a Court-assisted voluntary settlement conference, 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.

13.15 Captions. The captions, paragraph headings, paragraph numbers, section headings, and/or section numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Settlement Agreement.

13.16 Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

13.17 Enforcement Action. If one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties their reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement action.

13.18 Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

13.19 Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement and that this Settlement Agreement has been executed with the consent and advice of counsel and reviewed in full by each Party. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

13.20 Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to class certification, including the subclass, only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation for certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Settlement Agreement will not be admissible in this or any other proceeding as evidence that either: (a) a class action should be certified, or (b) Defendant is liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

13.21 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 legal holiday, such date or deadline shall be on the first business day thereafter.

13.22 Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law. Plaintiff, and not Plaintiff's representative(s), must personally execute this Settlement Agreement.

13.23 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant 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 rule of court. Not later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant, unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

13.24 Representation Regarding Assignments. Plaintiff represents that Plaintiff has not assigned Plaintiff's rights to any other person or entity

13.25 No Third-Party Beneficiaries. There are no third-party beneficiaries who are to be benefited or who may enforce the terms of this Agreement.

13.26 W-4 and W-9 Forms. Plaintiff and Class Counsel agree to provide a completed and signed W-4 form from Plaintiff and W-9 forms from Plaintiff and Class Counsel to Defense Counsel.

13.27 Miscellaneous. The Parties have full authority to enter into this Agreement and to be bound by it. The Parties are voluntarily entering into this Agreement free of any duress or coercion. This Agreement may be executed by the Parties in any number of counterparts, which are defined as duplicate originals, all of which taken together shall be construed as one document. A signature by facsimile on this Agreement shall be as legally binding as an original signature. This Agreement shall be construed and governed by the laws of the State of California.

13.28 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 USPS mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

BEESON, TAYER & BODINE, APC
492 Ninth Street, Suite 350
Oakland, CA 94607
Costa Kerestenzis (E-mail: CKerestenzis@BeesonTayer.com)
Sarah Kanbar (Email: SKanbar@BeesonTayer.com)

To Defendant:

CLARK HILL LLP
555 South Flower Street, 24th Floor
Los Angeles, California 90017
D. Creighton Sebra (E-mail: CSebra@ClarkHill.com)
Lisa Reimbold (E-mail: LReimbold@ClarkHill.com)

13.29 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, pursuant to California Code of Civil Procedure § 583.330, to extend the date to bring a case to trial under California Code of Civil Procedure § 583.310 for the entire period of this settlement process.

13.30 Miscellaneous. The Parties have full authority to enter into this Agreement and to be bound by it. The Parties are voluntarily entering into this Agreement free of any duress or coercion.

PLEASE READ CAREFULLY.

The Settlement Agreement consists of 25 pages with signatures appearing below on pages 26-27.

PLAINTIFF Kyle Benedetti

Signature: ______________________ Date: 06/30/2025

DEFENDANT Scandia Sports, Inc. dba Scandia Family Fun Center

Print Name: ______________________ Date: ______________________

Title: ______________________

Signature: ______________________

APPROVED AS TO FORM:

Plaintiff's Counsel:

Dated: June 30, 2025

BEESON, TAYER & BODINE, APC

By: ______________________
Costa Kerestenzis
Sarah Kanbar
Attorneys for Plaintiff

PLEASE READ CAREFULLY.

The Settlement Agreement consists of 25 pages with signatures appearing below on pages 26-27.

PLAINTIFF Kyle Benedetti

Signature: ______________________ Date: 06/30/2025

DEFENDANT Scandia Sports, Inc. dba Scandia Family Fun Center

Print Name: William Ty Larson Date: ______________________

Title: CEO, President Scandia Sports Inc

Signature: ______________________

APPROVED AS TO FORM:

Plaintiff's Counsel:

Dated: June 30, 2025

BEESON, TAYER & BODINE, APC

By: ______________________
Costa Kerestenzis
Sarah Kanbar
Attorneys for Plaintiff

281554278.v3

Defendant's Counsel:

Dated: June 30, 2025

CLARK HILL LLP

By: Lisa M. Reimbold

D. Creighton Sebra
Lisa Reimbold
Attorneys for Defendant

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Benedetti v. Scandia Sports, Inc. dba Scandia Family Fun Center; Scandia Family Fun Centers, Inc.; Scandia Miniature Golf Centers, Inc., Case No. 34-2021-00305321

The Superior Court for the State of California authorized this Notice and both Parties agreed to this language. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Scandia Sports, Inc. dba Scandia Family Fun Center ("Defendant") for alleged wage and hour violations. The Action was filed by former employee Kylee Benedetti ("Plaintiff") and seeks payment of back wages and other relief for a class of hourly employees ("Class Members") who worked for Defendant at their Sacramento, California facility during the Class Period of July 30, 2017 through July 3, 2023 ("Class Period"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly employees who worked for Defendant during the PAGA Period that is May 19, 2020 through July 3, 2023 ("PAGA Period"). The Class will also be referred to as "Aggrieved Employees". The Class includes a "Subclass" of all past and present non-exempt employees employed during the Class Period as minor children who regularly performed the work of amusement park attendant or "Crew Member" at the Sacramento facility.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments; and (2) a PAGA Settlement requiring Defendant to fund individual PAGA payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $ ____ (less withholding on the portion of your payment that is considered wages) and your individual PAGA payment is estimated to be $______**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your individual PAGA payment, then according to Defendant's records you are not eligible for an individual PAGA payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked _____ Workweeks** during the Class Period and ___ **PAGA Pay Periods** during the PAGA Period. If you believe that you worked more Workweeks and/or Pay Periods, you can submit a challenge by the deadline date. See Section **4** of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing**. You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an individual PAGA payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, you will remain eligible for an individual PAGA payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

This Notice of the Settlement Agreement and settlement administration procedure was sent via first-class mail to all Class Members in order to comply with due process. Upon class certification, California Rule of Court 3.766(c)(3) requires the court to make an order determining "[t]he time and manner of notice" to class members. "When class members' names and addresses are known or knowable with reasonable effort, notice can be accomplished by first-class mail." *Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 979 (quoting *Mullins v. Direct Digital, LLC* (7th Cir. 2015) 795 F.3d 654, 665). By sending this Notice to all Class Members via first-class mail, this Notice honors the due process rights of all Class Members under state law.

Defendant will not retaliate against you for any actions you take for the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Do not Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an individual PAGA payment. In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).

You Can Opt-out of the Class Settlement **The Opt-out Deadline is __________**	If you do not want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for an Individual Class Payment. Settlement Class Member who opt-out of the Class Settlement cannot object to any portion of the proposed Settlement. See Section **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay individual PAGA payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement **Written Objections Must be Submitted by __________**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can also object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section **7** of this Notice.
You Can Participate in the __________ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on __________. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance method(s) as set forth below. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.
You Can Challenge the Calculation of Your Workweeks and PAGA Pay Periods **Written Challenges Must be Submitted by __________**	The amount of your Individual Class Payment and PAGA payment (if any) depend on how many Workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by __________. See Section **4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action alleges that from approximately

July 30, 2017 to July 3, 2023, Defendant: (1) failed to provide meal and rest periods and associated premium pay; (2) failed to pay reporting time wages; (3) failed to pay earned wages; (4) failed to timely pay earned wages; (5) failed to pay overtime wages; (6) failed to reimburse business expenses; (7) failed to provide accurate itemized wage statements; (8) failed to pay wages upon termination/severance of employment; (9) failed to maintain work permits for minors; (10) violated hours of work requirements for minors; (11) committed unfair competition and unfair business practices; and (12) violated the Private Attorneys General Act, Labor Code §§ 2699 *et seq,*. Plaintiff is represented by attorneys in the Action: Beeson, Tayer & Bodine, APC, Costa Kerestenzis and Sarah S. Kanbar ("Class Counsel").

Defendant strongly denies violating any laws or failing to pay any wages and contend they complied with all applicable laws. **The Court has not decided that Defendant did anything wrong, and has made no determination in this matter about the claims.**

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendant hired a neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The Parties attended a mediation session with the mediator and attended a separate settlement conference with a judge. The Parties negotiated for over two years, at which time the Parties reached a successful settlement. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims, defenses, and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. <u>Defendant Will Pay $200,000.00 as the Gross Settlement Amount (Gross Settlement).</u> Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by the neutral Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, individual PAGA Payments, a Class Representative Enhancement Payment to the Class Representative, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 30 days after the Judgment

entered by the Court becomes final. After the Court enters the Judgment, it will be final on the later of the following events: (A) when the period for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; i.e., within 60 calendar days after entry of the Order and Judgment; (B) when any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (C) when any appeal, writ or other appellate proceeding has upheld the Court's Final Order and Judgment with no right to pursue further remedies or relief.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

    A. Up to $40,000.00 (20% of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to $15,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

    B. Up to $7,500.00 as a Class Representative Enhancement Payment to Plaintiff for filing the Action, working with Class Counsel and representing the Class. The Enhancement Payment will be monies Plaintiff will additionally receive, along with the Individual Class Payment and any Individual PAGA payment.

    C. Up to $10,000.00 to the Administrator for services administering the Settlement. The Parties selected ILYM Class Action Administration Solutions, as the neutral entity to administer the Settlement. The Parties, Class Counsel, and Defense Counsel each represent that they do not have any financial interest in the Administrator or otherwise have a relationship with the Administrator that could create a conflict of interest. Further, ILYM is a proper Administrator because (1) the Parties obtained multiple bids for the administration of this Class Action and ILYM's bid was the most reasonable; (2) ILYM is a qualified and experienced Administrator; and (3) ILYM has provided sufficient assurances about protecting and insuring Class Data.

    D. Up to $5,000.00 as a PAGA Payment with $3,750.00 to be paid to the LWDA, representing its 75% share of the PAGA penalties, and the remaining $1,250.00 to be allocated to the Class Members as described in Section 4 of this Notice.

   Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement Amount") to the Participating Class Members that is based on the number of Workweeks worked by the Class Member during the Class

Period, with members of the Subclass to be credited for those Workweeks at two times the rate of a Class Member to compensate them for the allegations related to minor employees. Each specific Individual Class Payment will be calculated by: (a) calculating each Participating Class Members' Payment Ratio, by determining the total number of Workweeks worked during the Class Period and dividing that number by the total Workweeks worked by the Participating Class Members; (b) for any Class Member who is part of the Subclass, their Payment Ratio will be multiplied by two; and (c) multiplying the Class Member's Payment Ratio by the Net Settlement Amount to determine the Individual Class Payment. Defendant will submit the list of Participating Class Members to the Administrator no later than 30 days after Preliminary Approval.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve that the Individual Class Payments will be allocated 10% as wages, 45% as interest and 45% as penalties (pursuant to, e.g., California Labor Code §§ 203, 210, 226, 2699). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The Non-Wage Portions, which are the interest and penalties, are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes and the Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

   Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than __________, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the __________ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Class Members who do opt-out will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant. The Administrator will process and decide all requests to opt-out

consistent with the Settlement Agreement

You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement remain eligible for individual PAGA payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, ILYM Class Action Administration (the "Settlement Administrator" or the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over the number of Workweeks and/or Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement.

   The Settlement Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and effective, and Defendant has fully funded the Gross Settlement Amount, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

   The Participating Class Members will be bound by the following release:

   Each Class Member who does not opt out of the settlement ("Participating Class Members") shall be deemed to release the Released Parties, for the duration of the Class Period of July 30, 2017 through July 3, 2023 from any and all claims, known or unknown, that were alleged or that could have been alleged based on the facts asserted in the Action, including but is not limited to claims for or related to: for failure to provide meal and rest periods and associated premium pay, failure to pay reporting time wages, failure to pay earned wages, failure to timely pay earned wages, failure to pay overtime wages, failure to reimburse business expenses, failure to provide accurate itemized wage statements, failure to pay wages upon termination/severance of employment, failure to maintain work permits for minors, violation of hours of work requirements for minors, unfair competition, unfair business practices and PAGA, as well as any claims that were alleged in the operative complaint or that could have been alleged based on the facts asserted in the operative complaint, including all claims under the California Labor Code sections, including but not limited to §§ 200-204, 210, 218, 226, 226.7, 510, 512, 1174, 1194, 1198, 1299, 1301, 1391, 1391.1, 1392, 2802, as well as claims for unfair competition under Business and Professions Code section 17200 based on the Labor Code violations alleged in the operative complaint, and any duplicate requirements appearing under the applicable wage orders and California Code of Regulations where those wage orders are codified, and all related claims for conversion, liquidated damages, punitive damages, penalties, statutory penalties based on the preceding released claims. The release shall run through the Class Period. 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.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement Amount, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant under Labor Code §§ 2699, *et seq*., whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts allege in the Action and resolved by this Settlement.

    The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

    Each PAGA Representative Action Member irrespective of whether he or she opts out of the settlement, shall be deemed to release the Released Parties, for the duration of the PAGA Period of May 19, 2020 through July 3, 2023, from any and all claims, known or unknown, for civil penalties under California Labor Code section 2699 et seq. (PAGA) that: were asserted in in the Operative Complaint and/or Plaintiff's PAGA Notice to the LWDA (including any subsequently amended letters); and/or any and all claims, known or unknown, that could have been asserted based on any or all the factual allegations in the Operative Complaint and/or Plaintiff's PAGA Notice to the LWDA (including any subsequently amended letters). This release includes, but is not limited to, claims for PAGA civil penalties premised on: California Labor Code sections 200-204, 210, 218, 226, 226.7, 510, 512, 1174, 1194, 1198, 1299, 1301, 1391, 1391.1, 1392, 2802, 2699 *et. seq*., Business & Professions Code §§ 17200, *et., seq*, and the IWC Wage Orders based on the Labor Code violations alleged in the Operative Complaint, and any duplicate requirements appearing under the applicable wage orders and California Code of Regulations where those wage orders are codified; failure to provide meal periods and rest breaks and associated premium pay, failure to pay reporting time wages, failure to pay earned wages, failure to timely pay earned wages, failure to pay overtime wages, failure to reimburse business expenses, failure to provide accurate itemized wage statements, failure to pay wages upon termination/severance of employment, failure to maintain work permits for minors, violation of hours of work requirements for minors, unfair competition, unfair business practices, which are based on the facts alleged in the

Operative Complaint. The release shall run through the PAGA Period and specifically only releases claims for PAGA civil penalties.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by: (a) calculating each Participating Class Members' Payment Ratio, by determining the total number of Workweeks worked during the Class Period and dividing that number by the total Workweeks worked by the Participating Class Members; (b) for any Class Member who is part of the Subclass, their Payment Ratio will be multiplied by two; and (c) multiplying the Class Member's Payment Ratio by the Net Settlement Amount to determine the Individual Class Payment.

2. Individual PAGA Payments. The Administrator will calculate individual PAGA payments by (a) dividing $3,750.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

3. Workweek Challenges/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until ____________ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

   You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Benedetti v. Scandia Sports, Inc. dba Scandia Family Fun Center; Scandia Family Fun Centers, Inc.; Scandia Miniature Golf Centers, Inc.*, Sacramento County Superior Court case number 34-2021-00305321, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by ________, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. Prior to the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Court's website: https://www.alameda.courts.ca.gov.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _______**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Benedetti v. Scandia Sports, Inc. dba Scandia Family Fun Center; Scandia Family Fun Centers, Inc.; Scandia Miniature Golf Centers, Inc.*, Sacramento County Superior Court case number 34-2021-00305321, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You will be responsible for your own attorney's fees if you choose to retain independent counsel. See Section **8** of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on ________ at __________ (time) in Department 23 of the Sacramento County Superior Court, located at 720 9th St, Sacramento, CA 95814. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision.

You can attend (or hire a lawyer to attend) either personally or virtually via's the Court's virtual appearance methods. If you wish to appear remotely, use the following link to join by Zoom: https://saccourt-ca-gov.zoomgov.com/my/sscdept23.

If you wish to join the Final Approval Hearing by phone, dial (833) 568-8864 and use the following ID: 16108301121.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Order Granting Preliminary Approval, or any other Settlement documents is to telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (https://www.saccourt.ca.gov.) and entering the Case Number for the Action, Case No. 34-2021-00305321. You can also make an appointment to personally review court documents in the Clerk's Office at the Sacramento Hall of Justice by calling (916) 874-6936.

The addresses for Parties' counsel are as follows:

Class Counsel:	**Counsel for Defendant:**
Costa Kerestenzis Sarah S. Kanbar Beeson, Tayer & Bodine, APC 492 Ninth Street, Suite 350 Oakland, California 94607 (510) 625-9700 ckerestenzis@beesontayer.com skanbar@beesontayer.com	D. Creighton Sebra Lisa Reimbold CLARK HILL LLP 555 South Flower Street, 24th Floor Los Angeles, California 90017 (213) 891-9100 CSebra@ClarkHill.com LReimbold@ClarkHill.com

Settlement Administrator:

Name of Company: <u>ILYM Class Action Administration</u>
Email Address: lisa@ilymgroup.com
Website: www.ilymgroupclassaction.com
Mailing Address: Benedetti v. Scandia Family Fun Center
c/o ILYM Group, Inc.
2832 Walnut Avenue, Suite C
Tustin, California 92780
Telephone: (888) 250-6810

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

PLEASE <u>DO NOT</u> CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH ANY INQUIRIES.

EXHIBIT B

<u>DECLARATION OF LISA MULLINS</u>

1. I am a resident of the United States of America and am over the age of 21. I am the President for ILYM Group, Inc., (herein after referred to as "ILYM Group"), a professional class action services provider. I am preparing this declaration at the request of Plaintiff's Counsel. I have personal knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such facts.

2. ILYM Group has extensive experience in disseminating class action notices and administering class action settlements, including direct mail services, telephone, and web-based support, database management, opt-out processing, and settlement fund distribution services for class actions ranging in size from 26 to 4.5 million Class Members. Attached hereto, as **Exhibit A**, is a true and correct copy of ILYM Group's current CV, reflecting our primary competencies as they relate to class action administration. ILYM Group maintains the highest level of confidentiality. The class data and all forms of communication received by ILYM Group, Inc. will be held in strict confidentiality and will not be disclosed. ILYM Group, will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. Attached hereto, as **Exhibit B** is ILYM Group's Security Summary and Protocol. ILYM Group is insured with E&O and Cyber Insurance policies. ILYM Group is insured with E&O Insurance policies up to $2,000,000 per incident and Cyber Insurance policies up to $5,000,000 per incident.

3. ILYM Group has never had any financial interests in nor affiliation with the parties or counsel in the *Benedetti v. Scandia Family Fun Center* matter.

4. If appointed by the Court to disseminate the class notice in this case, ILYM Group's duties will include but not limited to: (a) conducting address traces to locate class member addresses as necessary; (b) mailing the class notice to the class members; (c) handling inquiries from class members concerning the class notice; and (d) performing other such duties as the parties and/or the Court may direct.

5. Upon appointment, ILYM Group will provide a mailing address and toll-free telephone number to receive correspondence and inquiries from class members. After receiving the class data file from Defendant, which should contain the class members' names, last known addresses, and social security

numbers, ILYM Group will upload the data into our database and check for duplicates and other possible discrepancies.

6. As part of the preparation for mailing the class notice, ILYM Group will process class members' names and addresses against the National Change of Address ("NCOA") database, maintained by the United States Postal Service ("USPS"), for the purpose of updating and confirming the mailing addresses of the class members before mailing of the class notice and opt-in form. To the extent an updated address is found in the NCOA database, ILYM Group will use the updated address for mailing the class notice. If ILYM Group does not locate an updated address in the NCOA database, it will use the original address provided by Defendant for mailing the class notice.

7. Should any class notices be returned to ILYM Group's office as undeliverable, ILYM Group will attempt to locate an updated address using the NCOA database and/or other skip trace efforts and will promptly remail the class notice.

8. Prior to sending out the notice, ILYM Group will fill in the specific date for the deadline so that all class members will be apprised of exactly when all applicable forms will be due, depending on the deadlines set by the Court, i.e., 60-day Notice period to opt-out, dispute or file an objection. At the expiration of the deadline, ILYM Group will inform all parties as to the number and name of those individuals who filed a timely opt-opt, dispute or objection.

9. ILYM Group's Disbursement Process will include but not limited to; (a) applying for the case EIN; (b) establishing Qualified Settlement Fund (["QSF"] Escrow Account), with administering tasks including but not limited to overview and reconciliation of account; (c) calculating the individual settlement amounts; (d) preparing, administrating and distributing settlement award checks to the Participating Class Members, including necessary tax forms (W2 and/or 1099); (e) calculating and withholding all applicable state and federal taxes; and (f) performing other such duties as the Parties and/or the Courts direct. The above services are included in ILYM Group's initial quote. Attached hereto, as **Exhibit C**, is a true and correct copy of ILYM Group's quote for this matter.

10. ILYM Group's fees are charged: hourly, fixed & per person. No additional charges will be incurred unless the class size increases, or additional services are requested. ILYM Group's fees associated with the administration of this settlement are: **$7,850.00**.

I declare, under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct. Executed this 24th day of June 2025, at Tustin, California.

Lisa Mullins

EXHIBIT "A"

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification, and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and has become the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- ERISA
- TCPA
- Antitrust
- Securities

Ramirez v JC Penney.

- ERISA Case with a class size of 26,000.

Kruger, et al. v. Novant Health

- ERISA Case with a class size of $32 million.

Abbott, et al. v. Lockheed Martin Corp.

- ERISA Case with $62 million.

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Robert Stone, et al. v. Universal Protection Services, LP, et al.

- Wage & Hour Case with a class size of 75,351.

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- ***Administration Consultation***: Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- ***Fulfillment and Correspondence***: All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.

- ***Reverse Lookup***: A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.

- ***Creating Class Database***: All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.

- ***Claim Forms***: ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.

- ***Translations***: When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.

- ***Remails***: Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

MEDIA & INTERNET BANNER ADS
Notice Publication

- ***Legal Notices***: ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.

- ***Electronic Publication (Banner Ads)***: ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.

- ***Electronic Mail Notices***: ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always "White List" accepted with minimal returns.

- ***Reach***: Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.

- ***Services Included***: Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- ***Case Notification, Maintenance and Management***: ILYM Group, Inc.'s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.

- ***Claims Processing***: All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID's. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.

- ***Call Center***: ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages. All class members are given the options to best serve their needs and to receive case information.

- ***Internet Support***: Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ's) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.

- ***Objection and Request for Exclusion***: All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels' no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

DATA ADMINISTRATION AND NETWORK SECURITY

- ***Network Security***: All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.

- ***Database Administration:*** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID's to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- ***Distribution and Management***: Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.

- ***Check Printing and Mailing***: Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.

- ***Preparation, Filing and Reporting of Taxes***: ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- ***Data Manager Final Report***: All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.

- ***Project Manager Final Report***: All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.

- ***Affidavits***: ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.

- ***Document Retention***: Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

EXHIBIT “B”

ILYM | GROUP, Inc.
ADMINISTRATIVE SETTLEMENT EXPERTS

CLARUS IT SOLUTIONS

ILYM Group, Inc. (ILYM) in conjunction with our security and Information Technology (IT) vendor(s), maintains the highest level of confidentiality of class member data. The class data and all forms of communication received by ILYM, will be held in strict confidentiality and will not be disclosed. Data provided to the administrator for purposes of notice, settlement, or award administration will be used solely for settlement implementation and for no other purpose. ILYM will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. ILYM processes adhere to the Settlement Administration Data Protection Checklist in the Northern District of California and are summarized in the tables below.

Technical Controls

Firewalls and intrusion detection/prevention systems	Yes
Endpoint Detection and Response (EDR) Systems	Yes
Complex Password Requirements	Yes
MultiFactor Authentication for Access to Systems and Data	Yes
Malware Protection and AntiVirus	Yes
Vulnerability Scanning/Pen Testing	Yes
Data Encryption	Yes
Key Management for access to encrypted Data	Yes
Access only provided on need-to-know basis	Yes
Security Operations Center (SOC)	Yes
Managed Detection and Response (MDR)	Yes
Security Information and Event Management (SIEM)	Yes
Software Defined Global Network (SGN) with next gen firewall	Yes

Administrative Policies

Personnel and support staff risk assessment and management, including pre-hire background checks and screening processes	Yes
Personnel and support staff required to enter into non-disclosure and confidentiality agreements	Yes
Access controls to systems and data, including guidance for granting, modifying, and reviewing access rights	
Information security and privacy policy training, including policy review, best practices, and data security	Yes
No remote access to systems for Employees	No
Exit interviews/confirmation that terminated/departed employees are immediately cut off from access	Yes
Robust audits of data privacy policies by third-party vendors	Yes
Accreditation in accordance with ISO 27001 and SOC2 (among the industry standards listed below)	Compliant
Disclosure of external certifications and any notice of expiration	Yes

Crisis and Risk Management

Incident response/disaster plan for immediate response to security incidents such as data breach.	Yes
Process and timing for notification to attorneys, claimants, and other stakeholders of a data breach and consideration of resources and/or remedies to provide thereto	Yes
Vendor management program that determines and defines requirements to manage risk associated with outsourcing	Core Vendors are limited and have been vetted. New program being implemented as part of SOC 2

Physical Access Controls

Physical Access Security Security Guards Access Cards to facilities with assignment of identification card subject to approval and review Logs of Access	Logs and "codes" No cards – just codes No security guards Logs are kept
Alarm Systems	Yes
CCTV recording Systems	Yes

Data Collection and Retention

Minimization of collection of personally identifiable information, e.g., social security numbers and banking information	Yes
Data collection only required to extent necessary for settlement administration	Yes
Various methods for ensuring data protection and security of Data classification (including implementation of appropriate safeguards to protect from theft, loss, and/or unauthorized disclosure, use, access, destruction) Compliance with applicable laws and regulations (see below) Secure data transfer	Yes

Data Destruction

Preservation of data only for so long as required for administration of the settlement and any relevant reporting required following the payments or distributions	Yes
Secure data destruction (e.g., 6 months – 1 year or when no longer required)	Yes
Physical media (e.g., paper, CDs) shredded or destroyed to point where they cannot be reconstructed	Yes
Destruction of all derivative copies and/or back-ups	Yes

Applicable Laws, Standards, and Other Regulation

Industry standards: National Institute of Standards and Technology (NIST), HIPAA, FISMA, System and Organization Controls (SOC1 and SOC2) or more advanced assessment, ISO 27001	Yes
Local, national, international privacy regulations (including CCPA)	Yes

Ethical Rules

Administrative policies and/or employee handbook incorporating commitment to ethical rules (e.g., company, court ethical rules) setting forth standards of ethical and legal behavior	Yes
Enforcement clauses, violation resulting in disciplinary action including and up to termination of employment	Yes

Customer Service Measures

Description of settlement website and posting thereto of relevant privacy policies or statements (including portal for reporting suspected loss of confidential data submitted with claim)	Yes

Explanation of role of claims administrator and how to prevent phishing (e.g., clear indication that administrator will not request confidential information by e-mail and how to identify a valid e-mail sent from the administrator)	Yes

EXHIBIT “C”

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: Benedetti v. Scandia Family Fun Center

Tuesday, April 29, 2025

Requesting Attorney:
Alex Wheeler
Beeson Tayer & Bodine
awheeler@beesontayer.com
916.325.8316

ILYM Group Contact:
Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions

KEY ASSUMPTIONS	
Total Number of Class Members	482
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	No
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	$650.00
Project Management:	$1,175.00
Notification & Mailing:	$1,337.40
Distribution (Includes EIN, Bank Acct * /QSF Setup):	$3,672.60
Case Conclusion:	$1,015.00
Estimated ILYM Fees & Expenses:	**$7,850.00**

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: Benedetti v. Scandia Family Fun Center

Tuesday, April 29, 2025

Requesting Attorney's Name: Alex Wheeler

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	$150.00	2	$300.00
Programming of Class Database	Hourly	$175.00	2	$350.00
			Subtotal	**$650.00**

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ $150.00 per hour.*

Activity	Rate Type	Unit Cost	Volume	Amount
PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	$120.00	4	$480.00
Staff Hours for Processing Returned Mail	Hourly	$70.00	2	$140.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	$70.00	2	$140.00
Report Processing	Hourly	$70.00	2	$140.00
NCOA	Flat Rate	$125.00	1	$125.00
Toll Free Customer Service Representative	Flat Fee	$150.00	1	$150.00
Weekly Reports	Flat Rate	$750.00	1	Waived
			Subtotal	**$1,175.00**

Activity	Rate Type	Unit Cost	Volume	Amount
NOTIFICATION & MAIILING				
Fulfillment of Notice, English only	Per Piece	$1.50	482	$723.00
USPS First Class Postage	Per Piece	$0.65	482	$313.30
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	$2.00	72	$144.60
Storage, Photocopies, Deliveries	Flat Fee	$156.50	1	$156.50
			Subtotal	**$1,337.40**

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: Benedetti v. Scandia Family Fun Center

Tuesday, April 29, 2025

Requesting Attorney's Name: Alex Wheeler

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	$150.00	3	$450.00
Account Reconciliation & Distribution Reporting	Hourly	$125.00	3	$375.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	$1.00	482	$482.00
USPS First Class Postage	Per Piece	$0.65	482	$313.30
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	$1.50	48	$72.30
Preparation of Taxes	Hourly	$120.00	4	$480.00
Annual Filing of Tax Return	Per Year	$1,500.00	1	$1,500.00

**Additional Bank fees may apply*

Subtotal **$3,672.60**

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	$100.00	1	$100.00
Project Manager Final Reporting	Hourly	$120.00	2	$240.00
Process Unclaimed Funds	Flat Fee	$550.00	1	$550.00
Declaration	Hourly	$125.00	1	$125.00

Subtotal **$1,015.00**

Estimated ILYM Fees & Expenses: $7,850.00

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Clients instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.