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Attorneys for Defendants
SMILE BRANDS INC., SMILE BRANDS FINANCE,
INC. and SMILE BRANDS GROUP INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

SILVIA SOLER, as an aggrieved employee and
private attorney general

Plaintiff,

v.

SMILE BRANDS INC., a Washington
corporation; SMILE BRANDS FINANCE, INC., a
Delaware corporation; SMILE BRANDS GROUP,
INC., a Delaware corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. 30-2021-01229647-CU-OE-CXC

*Assigned for all purposes to: Hon. William
D. Cluster, Department CX101*

**AMENDED STIPULATION OF
SETTLEMENT OF PAGA ACTION AND
RELEASE OF PAGA CLAIMS**

Complaint Filed: November 2, 2021

Trial Date: None Set

Plaintiff Silvia Soler (“Plaintiff”), on the one hand, and Defendants Smile Brands Inc., Smile Brands Finance Inc., and Smile Brands Group, Inc. (collectively “Defendants”) on the other hand, stipulate as follows:

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

Plaintiff, individually and in her capacity as a representative of the State of California on behalf of other aggrieved employees, and Defendants hereby enter into this Settlement Agreement and Release of Private Attorneys General Act of 2004 Claims (“**Settlement**”) as follows:

I. DEFINITIONS

As used in this Settlement, the following terms shall have the following meanings:

1. “**Action**” shall collectively refer to (1) the civil action entitled *Silvia Soler v. Smile Brands Inc., et al.*, filed in the Superior Court for the County of Orange on or about November 2, 2021, designated as Case No. 30-2021-01229647.

2. “**Defendants**” shall mean Smile Brands Inc., Smile Brands Finance Inc., and Smile Brands Group, Inc.

3. “**Defense Counsel**” refers to CDF Labor Law LLP

4. “**Effective Date**” refers to the date upon which both of the following have occurred: (i) approval of the PAGA Settlement is granted by the Superior Court for the State of California for the County of Orange or other court assuming jurisdiction of this matter; and (ii) the Court’s Judgment approving the PAGA Settlement becomes Final. Final shall mean the latest of: (i) if there is an appeal of the Court’s Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the United States Supreme Court or California Supreme Court; (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

5. “**LWDA**” refers to the California Labor & Workforce Development Agency.

6. “**PAGA**” refers to the Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*

7. “**PAGA Period**” shall mean July 30, 2020 through August 12, 2024.

8. **“PAGA Settlement Members”** shall mean all current and former hourly-paid, non-exempt employees who were employed by Defendants in California during the PAGA Period.

9. **“Plaintiff”** refers to Silvia Soler individually and in her capacity as a representative of the State of California on behalf of other potentially aggrieved employees.

10. **“Plaintiff’s Counsel”** refers to Protection Law Group, LLP.

11. **“Plaintiff’s Representative Payment”** shall mean the payment made to Plaintiff in her capacity as the PAGA representative to compensate her for prosecuting the Action, and performing work in support of the Action, in the amount of Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00), subject to approval by the Superior Court.

12. **“Parties”** collectively refers to Plaintiff and Defendants.

13. **“Released Claims”** shall mean any and all claims for the recovery of civil penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative complaint and the July 30, 2021 Notice submitted by Plaintiff to the LWDA, bearing No. LWDA-CM- 839857 - 21, whether known or unknown, to recover civil penalties pursuant to PAGA for any alleged violations of California Labor Code sections, claims, and theories expressly pleaded or that could have been pleaded in the Action, including, but not limited to, claims for alleged violations of California Labor Code sections 200-203, 204, 210, 218.6, 226, 226.3, 226.7, 432, 510, 512, 516, 558, 558.1, 1182, 1182.11, 1182.12, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2698 et seq., 2800, 2802, violations of applicable IWC Wage Orders (including Section 15 of the applicable IWC Wage Orders), or for the following alleged violations: (1) failure to provide minimum wages; (2) failure to provide overtime wages; (3) failure to provide required meal periods or meal period premiums in lieu thereof; (4) failure to provide required rest/recovery breaks or rest/recovery break premiums in lieu thereof; (5) failure to timely pay wages each pay period; (6) failure to pay all wages owed to employees upon termination; (7) failure to furnish accurate itemized statements; (8) failure to pay vested vacation wages at the final rate of pay upon termination; (9) violation of California Covid-19 supplemental paid sick leave (“SPSL”) law and/or violation of California’s Paid Sick Leave (“PSL”) law; (10) failure to provide proper notice of SPSL balances; (11) failure to provide meal break premiums, rest break premiums, recovery break premiums, overtime pay, PSL and/or SPSL at the regular rate of pay; (12) failure to reimburse and/or indemnify business-related

expenses, (13) failure to provide copies of signed instruments and personnel files for the PAGA Period; and (14) violation of Labor Code section 1199 for which PAGA civil penalties are recoverable.¹

14. **“Released Parties”** shall mean Defendants and all of their present and former parents companies, subsidiaries, affiliates, related companies and joint ventures, including but not limited to ConsumerHealth, Inc. and all of their officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them.

15. **“Settlement Administrator”** refers to ILYM Group, Inc, a qualified, third-party settlement administrator mutually selected by the Parties to administer the terms of the Settlement.

II. RECITALS

1. On July 30, 2021, Plaintiff’s Counsel sent a letter to the LWDA on behalf of Plaintiff, in compliance with California Labor Code section 2699.3. Plaintiff seeks to represent herself and all PAGA Settlement Members. More than 65 days passed after the letter was sent to the LWDA, and the LWDA did not indicate that it intended to investigate the alleged violations referenced in the letter.

2. On November 2, 2021, Plaintiff filed representative PAGA Action asserting a single cause of action for Violation of California Labor Code §2699, et seq (Private Attorney General Action) (“PAGA Action”).

3. On March 7, 2024, the Parties participated in mediation with Lynn Frank, Esq., an experienced mediator in PAGA actions. The mediation concluded without a settlement.

4. However, following the mediation, the parties continued to work with the mediator and eventually agreed to settle the Action. Counsel for all Parties have thoroughly investigated the facts relating to the claims alleged in this Action, and have made a thorough study of the legal principles applicable to the claims asserted against Defendants. Based on their investigation and evaluation of this case, the Parties’ Counsel have concluded that the settlement is fair, reasonable, and adequate in light of all known facts and circumstances, including the defenses asserted by Defendants, potential adverse findings regarding liability, and numerous potential appellate issues.

¹ The Parties agreed that the release of Labor Code section 1199 is limited to civil penalties, and not criminal penalties. Accordingly, the Attorney General and/or the relevant District Attorney does not need to participate or be involved.

5. Defendants deny, and continue to deny, each and every claim and contention alleged in the Action, and has always maintained that it never engaged in any unlawful acts regarding any of the matters alleged in the Action.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth, the Parties agree as follows:

III. NON-ADMISSION OF LIABILITY

A. Based on the factual and legal issues involved, the expense and time necessary to prosecute the Action through trial, the risks, uncertainty and costs of further prosecution, the difficulty of proof necessary for purposes of liability, and the relative benefits to the PAGA Settlement Members of an expeditious resolution to the Action, the Parties have concluded that the terms set forth in this Settlement are fair, reasonable, adequate and in the best interests of the PAGA Settlement Members.

B. By entering into this Settlement, Defendants deny any liability for any of the claims in the Action, as well as any other potential or unknown claims based on wage and hour violations under state or federal law. Neither this Settlement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement, is, may be construed as, or may be used as, an admission, concession, or indication by or against Defendants of any unlawful conduct, fault, wrongdoing or liability whatsoever. Defendants specifically deny that they have engaged in any unlawful or wrongful conduct against Plaintiff or the PAGA Settlement Members.

IV. TERMS OF THE PAGA SETTLEMENT

A. The Total Settlement Payment

Defendants shall pay a settlement payment in a total amount of Three Hundred Thousand Dollars and No Cents (\$300,000.00) (the **“Total Settlement Payment”**). Defendants shall fund the Total Settlement Payment in two separate installments as follows: (1) One Hundred Thousand Dollars and No Cents (\$100,000.00) within six (6) months of September 11, 2024; and (2) Two Hundred Thousand Dollars and No Cents (\$200,000.00) within twelve (12) months of September 11, 2024. The Total Settlement Payment shall include Plaintiff’s Counsel Payment, Plaintiff’s Representative Payment/General Release Payment, Settlement Administration Costs, and the PAGA Fund as these terms are defined below.

B. Plaintiff's Counsel Payment of Attorneys' Fees and Costs

1. Plaintiff's Counsel will apply to the Court for an award of attorneys' fees of up to 35.0% of the Total Settlement Payment, and reasonable litigation costs, or One Hundred and Five Thousand Dollars and No Cents (\$105,000.00) ("**Plaintiff's Counsel Payment**"). Plaintiff's Counsel will be responsible for submitting all documents to support their request for attorneys' fees and costs.

2. Defendants will not oppose or object to Plaintiff's Counsel's application for attorneys' fees, 35.0% of the Total Settlement Payment plus all documented and reasonable litigation costs and expenses, not to exceed Twenty-Five Thousand Dollars and No Cents (\$25,000.00).

3. In the event that the Court does not approve an award of attorneys' fees equal to the requested amount, or the Court alters the payment methodology described herein, it will not be considered a material change of the Settlement and will not operate to terminate or cancel the agreement, and this Settlement will be enforceable.

4. The Plaintiff's Counsel Payment shall be paid from the Total Settlement Payment. Any reductions by the Court of Plaintiff's Counsel's request for attorneys' fees or costs shall revert to the PAGA Fund.

C. Payment to Plaintiff

1. In addition to her Individual Payment, Plaintiff will apply to the Superior Court for a Plaintiff's Representative Payment in an amount not to exceed Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00). Defendants will not oppose Plaintiff's Representative Payment or General Release Payment. The Settlement Administrator will pay the Plaintiff's Representative Payment approved by the Superior Court out of the Gross Settlement Amount. Payroll tax withholding and deductions will not be taken from the Plaintiff's Representative Payment and an IRS Form 1099 will be issued to Plaintiff for this payment.

D. Settlement Administration Costs

1. The cost of the Settlement Administrator to implement and complete the settlement process according to the terms of this Settlement, including the costs to calculate payments to individual PAGA Settlement Members and to prepare any necessary tax documents for PAGA Settlement Members

are referred to as the “**Settlement Administration Costs,**” and are estimated to be Nine Thousand Three Hundred Fifty Dollars and No Cents (\$9,350.00).

E. PAGA Fund

1. After deducting Plaintiff’s Counsel Payment, the Settlement Administration Costs, and any court-approved General Release Payment, the remainder of the Total Settlement Payment shall be allocated toward payment to the Labor & Workforce Development Agency and PAGA Settlement Members (“**PAGA Fund**”).

2. Seventy-five percent (75%) of the PAGA Fund will be sent to the LWDA and twenty-five percent (25%) of the PAGA Fund will be allocated among the PAGA Settlement Members based on his or her proportionate share of the pay periods worked during the PAGA Period.

V. COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT FUND

A. Deposit of Total Settlement Payment

1. The Settlement Administrator shall establish a Qualified Settlement Fund (“QSF”) pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering the Settlement. The Settlement Administrator shall furnish the Qualified Settlement Fund with its own Employer ID Number and calculate all settlement checks based on information that will be confidentially furnished by Defendants.

2. Defendants shall deposit the Total Settlement Payment into the QSF in two separate installments as follows: (1) One Hundred Thousand Dollars and No Cents (\$100,000.00) within six (6) months of September 11, 2024; and (2) Two Hundred Thousand Dollars and No Cents (\$200,000.00) within twelve (12) months of September 11, 2024.

B. Formula for Calculating Share of PAGA Fund

The portion of the PAGA Fund that is paid to each PAGA Settlement Member shall be determined based on the following formula:

1. The payment to PAGA Settlement Members will be based on the number of pay periods that each PAGA Settlement Member worked for Defendants in California during the PAGA Period. Partial weeks will be counted as full pay periods.

2. The amount to be paid per pay period worked by a PAGA Settlement Member will

be calculated by dividing the value of the portion of the PAGA Fund that will be paid to PAGA Settlement Members by the total number of pay periods worked by all PAGA Settlement Members during the PAGA Period.

3. Defendants' records shall be determinative for purposes of calculating the number of pay periods worked and any payments to PAGA Settlement Members.

C. Distribution of PAGA Fund

1. Defendants shall provide the Settlement Administrator with a list of the names, last known addresses, the number of pay periods worked for Defendants in California during the PAGA Period, and Social Security Numbers for the PAGA Settlement Members, to be furnished within thirty (30) days of the Effective Date. This information is being provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of the information. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Settlement.

2. Within fourteen (14) calendar days after the Defendants deposit the Total Settlement Payment into the QSF, the Settlement Administrator shall pay to the LWDA an amount equivalent to seventy-five percent (75%) of the PAGA Fund, or as otherwise directed by the Court.

3. Within fourteen (14) calendar days after Defendants deposit the Total Settlement Payment into the QSF, the Settlement Administrator shall distribute to PAGA Settlement Members their individual portion of the PAGA Fund (the "**Individual Payment**"), or as otherwise directed by the Court.

4. To provide the best notice practicable, any Individual Payment returned to the Settlement Administrator as non-delivered shall be sent by post-marked First Class U.S. Mail to the forwarding address affixed thereto, if any. If no forwarding address is provided for an Individual Payment that is returned as non-deliverable, the Settlement Administrator shall use the best available technology accessible (e.g. skip tracing, address verification, etc.) to the Settlement Administrator or other mutually agreeable method to locate PAGA Settlement Members and will then mail the Individual Payment to the address identified by the best available technology accessible to the Settlement Administrator or other mutually agreeable method. If no current address is located, the Individual Payment for that individual

will be deemed undeliverable. If any PAGA Settlement Members cannot be located within two attempts at mailings by the Settlement Administrator, the Individual Payment for that individual will be deemed undeliverable and the Settlement Administrator need not take further steps to deliver checks to the PAGA Settlement Member whose re-mailed checks are deemed undeliverable. The Settlement Administrator shall promptly send a replacement check to any PAGA Settlement Member whose original check was lost or misplaced, requested by the PAGA Settlement Member prior to the void date. After 180 days from the date of mailing the Individual payment by the Settlement Administrator, the amount of any undeliverable checks will be void and sent to the State of California State Controller's Office in the PAGA Settlement Member's name. However, the PAGA Settlement Members whose checks were undeliverable will still have released the Released Claims. The Parties agree that this results in no unpaid residue under California Civil Procedure Code section 384, as the entire PAGA settlement payment will be paid out to the LWDA and PAGA Settlement Members. Therefore, Defendants will not be required to pay any interest on said amount.

5. The Settlement Administrator shall maintain a list of the postmark date for the original mailing of the Individual Payment to the PAGA Settlement Members, the postmark date of any subsequent mailing to any PAGA Settlement Members, and a list of PAGA Settlement Members who did not receive the Individual Payment due to the inability to locate a valid address using the procedures described herein or who otherwise could not be located within two attempts at mailing.

6. All settlement checks will remain valid and negotiable for 180 days from the date of their mailing by the Settlement Administrator. After 180 days from the date of their mailing by the Settlement Administrator, the dollar value of all checks that remain uncashed for more than 180 days will be void and sent to the State of California State Controller's Office in the PAGA Settlement Member's name. However, the PAGA Settlement Members who have not cashed their checks within 180 days from the date of their mailing will still have released the Released Claims. The failure by a PAGA Settlement Member to cash their settlement checks will have no effect on their release of the Released Claims. The Parties agree that this results in no unpaid residue under California Civil Procedure Code section 384, as the entire PAGA settlement payment will be paid out to the LWDA and PAGA Settlement Members, whether or not the PAGA Settlement Members cash their settlement checks. Therefore, Defendants will

not be required to pay any interest on said amount.

7. The Settlement Administrator will prepare and issue IRS Form 1099 to PAGA Settlement Members who received a payment.

D. Settlement Administration Cost Payment

Within fourteen (14) calendar days after Defendants deposit the Total Settlement Payment into the QSF, Settlement Administrator shall pay the Settlement Administration Costs directly to the Settlement Administrator.

E. Plaintiff's Counsel Payment

Within fourteen (14) calendar days after Defendants deposit the Total Settlement Payment into the QSF, Settlement Administrator shall pay the Plaintiff's Counsel Payment directly to Plaintiff's Counsel.

F. Plaintiff's Representative Payment

Within fourteen (14) calendar days after Defendants deposit the Total Settlement Payment into the QSF, Settlement Administrator shall pay Plaintiff's Representative Payment directly to Plaintiff.

VI. CLAIMS RELEASED BY PAGA SETTLEMENT MEMBERS

A. Claims Released by The LWDA and All PAGA Settlement Members

Upon the date of entry of an order by the Court in this Action approving this Settlement, the LWDA and PAGA Settlement Members, including Plaintiff, fully release and forever discharge the Released Parties from any and all Released Claims. As a result of this release, the PAGA Settlement Members will be unable to bring a claim for civil penalties under the California Private Attorneys General Act, California Labor Code §§ 2698 *et seq.*, against the Released Parties for any violations of the Released Claims that took place during the PAGA Period.

B. Release of Additional Claims & Rights by Plaintiff

Upon the date of entry of an order by the Court in this Action approving this Settlement, Plaintiff for herself and her spouse, heirs and assigns, fully and finally release the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature and description whatsoever, known or unknown, suspected or unsuspected, asserted or that might have been asserted, whether in tort, contract, equity, or otherwise, arising out of Plaintiff's employment with

1 Defendant, payment of wages during that employment and the cessation of that employment and/or
2 violation of any federal, state or local statute, rule, ordinance or regulation. Such claims include but are
3 not limited to any and all Released Claims and termination thereof, California Civil Code, to include
4 §§3287, 3336 and 3294; 12 CCR §11040; 8 CCR § 11060; California Code of Civil Procedure §1021.5;
5 California common law of contract; 29 CFR §778.223; and 29 CFR §778.315; federal common law and,
6 to the extent permitted by law, the Employee Retirement Income Security Act, 29 U.S.C. §§1001, et seq.
7 (ERISA) §778.315; and federal common law. In addition, Plaintiff's General Release includes but is not
8 limited to, all claims for lost wages and benefits, emotional distress, retaliation, restitution, penalties,
9 punitive damages, and attorneys' fees and costs (except those provided by this Settlement Agreement)
10 arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful
11 termination, such as, by way of example only, (as amended) 42 U.S.C. §1981, Title VII of the Civil Rights
12 Act of 1964, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act
13 (ADEA), and the California Fair Employment and Housing Act (FEHA); and the law of contract and tort.
14 This release excludes the release of claims not permitted by law. Plaintiff's General Release include all
15 claims, whether known or unknown. Even if Plaintiff discovers facts in addition to or different from those
16 they now know or believe to be true with respect to the subject matter of Plaintiff's General Release, those
17 claims will remain released and forever barred. Plaintiff expressly releases claims that were raised, or that
18 reasonably could have been raised, under the applicable Wage Order and California Labor Code, including
19 but not limited to, sections 200-204, 210, 218.5, 221, 223, 224, 226, 226.3, 226.7, 227.3, 500, 510, 512,
20 516, 558, 1174, 1182.12, 1194, 1197, 1197.1, 1198, 2810.5, 2802, and 2698, et seq., California Civil Code
21 section 1021.5 and the California Business & Professions Code section 17200, *et seq.*

22 Specifically, Plaintiff waives all rights and benefits afforded by California Civil Code Section
23 1542, which provides:

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

27 Notwithstanding the foregoing, Plaintiff does not waive or release any claim which cannot be
28 waived or released by private agreement. Further, nothing in this Agreement shall prevent Plaintiff from

1 filing a charge or complaint with, or from participating in, an investigation or proceeding conducted by
2 the SEC, OSHA, EEOC, DFEH, NLRB or any other federal, state or local agency charged with the
3 enforcement of any employment or other applicable laws. Plaintiff, however, understands that by signing
4 this Agreement, she waives the right to recover any damages or to receive other relief in any claim or suit
5 brought by or through the EEOC, the DFEH or any other state or local deferral agency on their behalf to
6 the fullest extent permitted by law, but expressly excluding any monetary award or other relief available
7 from the SEC/OSHA, including an SEC/OSHA whistleblower award, or other awards or relief that may
8 not lawfully be waived.

9 **C. Tax Treatment and Tax Indemnification**

10 Each Individual Payment is intended to settle the PAGA Members' claims for civil penalties
11 arising under PAGA. Accordingly, one hundred percent (100%) of each Individual Payment shall
12 represent civil penalties. PAGA Settlement Members will assume any tax obligations or consequences
13 which may arise from this Settlement. Plaintiff releases any and all claims she has or may have against
14 Defendants for any claims, demands, deficiencies, levies, assessments, executions, judgments, penalties,
15 taxes, indemnification, and any other recoveries related to any payments made under this Settlement or
16 any compensation provided at any time by Defendants or any of the Released Parties. If any state or federal
17 taxing authority contacts, investigates, or pursues any action against any PAGA Settlement Members for
18 their individual share of taxes related to any payments made under this Settlement or any compensation
19 provided at any time by Defendants or any of the Released Parties, each PAGA Settlement Member shall
20 be responsible for his or her own defense of and payment for any claim of unpaid taxes, interest, or
21 penalties brought by any state or federal taxing authority for the PAGA Settlement Member's share of any
22 state or federal tax obligation. If a PAGA Settlement Member has questions about any liability to any state
23 or federal taxing authority, they should contact the Settlement Administrator. The PAGA Settlement
24 Members should not contact Defendants, any of the Released Parties, or Defense Counsel.

25 **VII. MISCELLANEOUS PROVISIONS**

26 **A. Voiding the Settlement**

27 A failure of the Court to approve any material condition of this Settlement shall render the entire
28 Settlement voidable and unenforceable as to Plaintiff and Defendants, at the option of Plaintiff or

1 Defendants. Failure by Defendants to make the agreed upon payments shall render the entire Settlement
2 void and unenforceable, and any prior payments received will be refunded to Defendants by the Settlement
3 Administrator. Each party may exercise its option to void this Settlement as provided above by giving
4 notice, in writing, to the other, and to the Court within fifteen (15) days after the Order failing to approve
5 a material condition of the Settlement has been received by the party seeking to void the Settlement.

6 **B. Mutual Full Cooperation**

7 Plaintiff, Defendants, Plaintiff's Counsel, and Defense Counsel agree to fully cooperate with each
8 other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents
9 and to take such other action as may reasonably be necessary to implement the terms herein. The Parties
10 agree to use their best efforts and any other efforts that may become necessary by Order of the Court, or
11 otherwise, to effectuate this Settlement.

12 **C. Parties' Authority**

13 The signatories hereto represent that they are fully authorized to enter into this Settlement.

14 **D. Binding Nature of the Settlement**

15 1. This Settlement shall be binding upon, and inure to the benefit of, the successors or
16 assigns of the Released Parties. Plaintiff represents, covenants, and warrants that she has not directly or
17 indirectly, assigned, transferred, encumbered, any claim, demand, action, cause of action or rights released
18 in the Released Claims in this Settlement. This Settlement also shall be binding upon Plaintiff and the
19 PAGA Settlement Members.

20 2. This Settlement may be amended or modified only by a written instrument signed
21 by Plaintiff's Counsel and Plaintiff, as well as Defense Counsel and Defendants. No rights under this
22 Settlement may be waived except in writing.

23 3. This Settlement constitute the entire agreement between Plaintiff and Defendants
24 relating to the terms contained herein. All prior or contemporaneous agreements, understandings and
25 statements, whether oral or written, whether express or implied, and whether by a party or their counsel,
26 concerning this Settlement are merged herein. No oral or written representations, warranties or
27 inducements have been made to any party concerning this Settlement or its exhibits other than the
28 representations, warranties and covenants contained and memorialized in such documents.

4. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any of its provisions. Each term of this Settlement is intended to be contractual and not merely a recital.

E. Joint Drafting of Settlement Documents

1. Plaintiff's Counsel and Defense Counsel have arrived at this Settlement as a result of a series of arm's-length negotiations, taking into account all relevant factors, present and potential.

2. This Settlement has been drafted jointly by Plaintiff's Counsel and Defense Counsel and, therefore, in any construction or interpretation of this Settlement, the same shall not be construed against any of the Parties.

3. Plaintiff and Plaintiff's Counsel agree that none of the documents provided to them by Defendants shall be used for any purpose other than the settlement of this Action. Specifically, none of the documents provided shall be used to pursue any subsequent claims or litigation against Defendants or the Released Parties.

F. Execution of the Settlement

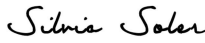
This Settlement may be executed in one or more counterparts and by e-mail or facsimile. All executed copies of this Settlement and photocopies thereof shall have the same force and effect and shall be as legally binding and enforceable as the original.

G. Continuing Jurisdiction of the Court

Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the Court shall retain jurisdiction over the Parties, and over this Settlement, in order to: (i) monitor and enforce compliance of Settlement, and/or (ii) resolve any disputes over this Settlement or the administration of the benefits of this Settlement.

DATED: 4/2/2025

SILVIA SOLER

Signed by:

 By: _____
EFC21123EC8A464...

DATED:

SMILE BRANDS INC.

By: _____

Name: _____

Title: _____

DATED:

SMILE BRANDS FINANCE INC.

By: _____

Name: _____

Title: _____

DATED:

SMILE BRANDS GROUP INC.

By: _____

Name: _____

Title: _____

AGREED AS TO FORM:

DATED: 4/3/2025

PROTECTION LAW GROUP, LLP

By:  _____

Amir Nayebdadash

Carlos Jimenez

Attorneys for Plaintiff Silvia Soler

DATED:

CDF LABOR LAW LLP

By: _____

Todd R. Wulffson

Nancy N. Lubrano

Attorneys for Defendant Smile Brands Inc., Smile
Brands Finance Inc, and Smile Brands Group Inc.

DATED: 4/2/2025

SMILE BRANDS INC.

By: Brad Schmidt
C6A1D51368A64AA...

Name: Brad Schmidt

Title: EVP and CFO

DATED: 4/2/2025

SMILE BRANDS FINANCE INC.

By: Brad Schmidt
C6A1D51368A64AA...

Name: Brad Schmidt

Title: EVP and CFO

DATED: 4/2/2025

SMILE BRANDS GROUP INC.

By: Brad Schmidt
C6A1D51368A64AA...

Name: Brad Schmidt

Title: EVP and CFO

AGREED AS TO FORM:

DATED:

PROTECTION LAW GROUP, LLP

By: _____

Amir Nayebdadash

Carlos Jimenez

Attorneys for Plaintiff Silvia Soler

DATED: April 4, 2025

CDF LABOR LAW LLP

By: Todd R. Wulffson

Todd R. Wulffson

Nancy N. Lubrano

Attorneys for Defendant Smile Brands Inc., Smile
Brands Finance Inc, and Smile Brands Group Inc.