

CLASS AND PAGA SETTLEMENT AGREEMENT AND RELEASE

This Class and PAGA Settlement Agreement and Release (“Settlement” or “Settlement Agreement”) is made by and between Plaintiffs GUADALUPE LOPEZ, DA’SHON SIMMONS, and JESUS CRUZ (“Plaintiffs” or “Class Representatives”), as individuals and on behalf of all others similarly situated, and the allegedly aggrieved employees, and Defendant ROLLING HILLS COUNTRY CLUB (“Defendant” or “RHCC”) (collectively, the “Parties”).

1. DEFINITIONS

1.1 “Actions” means *Guadalupe Lopez v. Rolling Hills Country Club*, Los Angeles County Superior Court Case No. 20STCV22636; *Da’Shon Simmons v. Rolling Hills Country Club*, Los Angeles County Superior Court Case No. 21STCV06983; and *Jesus Cruz v. Rolling Hills Country Club*, Los Angeles County Superior Court Case No. 21STCV02811.

1.2 “Aggrieved Employees” and “PAGA Members” mean all persons who worked for Defendant as non-exempt, hourly employees in California at any time during the PAGA Period

1.3 “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Actions, and all Court-approved costs incurred and to be incurred by Class Counsel in the Actions, including but not limited to, costs associated with documenting the Settlement, providing any notices to government agencies required as part of the Settlement or a Court Order, securing the Court’s approval of the Settlement, administering the Settlement, obtaining entry of a judgment terminating the Actions, and expenses for any experts.

1.4 “Class” or “Settlement Class” means all current or former employees of Defendant who were employed as hourly, non-exempt employees in the State of California at any time during the Class Period.

1.5 “Class Counsel” means Bibiyan Law Group, P.C.; Lawyers for Justice, PC; and Potter Handy LLP.

1.6 “Class List” means a complete list of all Settlement Class Members that Defendant will diligently and in good faith compile from Defendant’s records and provide to the Settlement Administrator within fifteen (15) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include each Class Member’s: (1) full name; (2) last known home address; (3) social security number; (4) start and end dates of work performed in California as a non-exempt employee of Defendant; (5) total Workweeks for work performed in California during the Class Period; (6) total Pay Periods for work performed in California during the PAGA Period; (7) total number of holiday payments received as non-exempt employees during the Class Period for the Regular Rate Class Members; and (8) any other information required by the Settlement Administrator in order to effectuate the terms of the Settlement.

1.7 “Class Members” or “Settlement Class Members” means a person who worked for Defendant in California as a non-exempt, hourly employee during the Class Period.

1.8 “Class Notice” means English and Spanish versions of the Notice of Class Action Settlement in a form approved by the Court.

1.9 “Class Period” means the period of June 11, 2016 through February 2, 2026.

1.10 “Class/PAGA Representative” means the named plaintiffs in the Actions – Guadalupe Lopez, Da’Shon Simmons, and Jesus Cruz – who are seeking Court approval to serve as Class/PAGA Representatives for the Settlement Class.

1.11 “Class/PAGA Representative Enhancement Payment” means the amount to be paid to the Class/PAGA Representatives, subject to Court approval, in recognition of their efforts and work in prosecuting the Actions on behalf of Class Members, and for general releases of all claims they may have against Defendant arising out of their employment.

1.12 “Court” means the Los Angeles County Superior Court of California.

1.13 “Defendant” means Rolling Hills Country Club, the sole named defendant in each of the Actions.

1.14 “Defense Counsel” means Littler Mendelson, P.C., counsel of record for Defendant in each of the Actions.

1.15 “Effective Date” means the date by which both of the following have occurred: (a) the Court enters a judgment based 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; or if a timely appeal from the judgment is filed, the day after the appellate court affirms the judgment and issues a remittitur. The Effective Date is a condition precedent to Defendant performing its monetary obligations under this Settlement.

1.16 “Final Approval” means the Court order granting final approval of the Settlement Agreement.

1.17 “Gross Settlement Amount” or “GSA” means the maximum agreed, non-reversionary amount of Five Hundred Seventy-Five Thousand Dollars (\$575,000.00), to be paid by Defendant in full satisfaction of all Released Class Claims and Released PAGA Claims by Class Members and Aggrieved Employees arising from the Actions, which includes all individual settlement payments to Class Members (including Regular Rate Class Members) and PAGA Members, Attorneys’ Fees and Costs for Class Counsel, the Class/PAGA Representative Enhancement Payments to Plaintiffs, the LWDA Payment, the Settlement Administration Costs, and all employees’ withholdings and taxes associated with the wage portion of the Settlement. The GSA has been agreed to by Plaintiffs and Defendant based on the aggregation of the agreed-upon settlement value of individual claims in the Actions and shall not include the employer’s portion of payroll taxes on any portion of the Settlement allocated to wages, which Defendant shall pay separately to the appropriate taxing entities.

1.18 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period as a California non-exempt employee.

1.19 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the designated PAGA Settlement Amount calculated according to the number of Workweeks worked during the PAGA Period.

1.20 “Individual Regular Rate Payment” means the Participating Class Member’s pro rata share of the designated Regular Rate Settlement Amount for the Regular Rate Class calculated according to the number of holiday payments received during the Class Period.

1.21 “LWDA” means the California Labor and Workforce Development Agency.

1.22 “LWDA Payment” means 75% of the PAGA Settlement Amount to be paid to the LWDA, pursuant to the version of Labor Code section 2699(i) that was in effect at the time the Actions were filed.

1.23 “Net Settlement Amount” or “NSA” means the portion of the GSA remaining after deducting the Attorneys’ Fees and Costs, the Class/PAGA Representative Enhancement Payments, the PAGA Settlement Amount (including the LWDA Payment), the Regular Rate Settlement Amount, and Settlement Administration Costs. The Net Settlement Amount will be distributed to the Participating Class Members on a pro rata basis according to their number of Workweeks during the Class Period. There will be no reversion of the Net Settlement Amount to Defendant if any funds cannot be distributed.

1.24 “Net PAGA Settlement Amount” refers to the 25% portion of the PAGA Settlement Amount available for distribution to the PAGA Members after deduction of the LWDA Payment. The Net PAGA Settlement Amount will be distributed to the PAGA Members on a pro rata basis according to their number of Pay Periods during the PAGA Period. There will be no reversion of the Net PAGA Settlement Amount to Defendant if any funds cannot be distributed.

1.25 “Notice of Objection” means a Class Member’s valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) the objector’s full name, signature, address, and telephone number, (ii) a written statement of all grounds for the objection accompanied by any legal support for such objection, and (iii) copies of any papers, briefs, or other documents upon which the objection is based, if any documents are a basis of the objection.

1.26 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.27 “PAGA Notices” means Plaintiff Guadalupe Lopez’s June 8, 2020 letter to Defendant and the LWDA, and Plaintiff Jesus Cruz’s October 27, 2020 letter to Defendant and the LWDA, both of which provided notice of PAGA claims to the LWDA and Defendant.

1.28 “PAGA Period” means the period of June 8, 2019 through February 2, 2026.

1.29 “PAGA Settlement Amount” means the amount the Parties have agreed to allocate to the resolution of Released PAGA Claims during the PAGA Period. The Parties have agreed that \$57,500.00 of the Gross Settlement Amount will constitute the PAGA Settlement Amount and be remitted in consideration for the resolution of PAGA Members’ claims arising under PAGA during the PAGA Period. Pursuant to the version of Labor Code section 2699(i) that was in effect at the time the Actions were filed, 75% of the PAGA Settlement Amount, or \$43,125.00, will constitute the LWDA Payment and 25% of the PAGA Settlement Amount, or \$14,375.00, will constitute the Net PAGA Settlement Amount to be paid to the PAGA Members.

1.30 “Participating Class Members” means all Class Members who do not submit timely and valid Requests for Exclusion and are thus entitled to a share of the Net Class Settlement Amount, and a share of the Regular Rate Settlement Amount (if also a member of the Regular Rate Class).

1.31 “Parties” means Plaintiffs and Defendant, collectively.

1.32 “Pay Periods” means the number of pay periods worked by the PAGA Members for Defendant in California during the PAGA Period. Any PAGA Member who worked less than one full pay period will be credited with one Pay Period.

1.33 “Plaintiffs” mean the named plaintiffs in the Actions – Guadalupe Lopez, Da’Shon Simmons, and Jesus Cruz.

1.34 “Preliminary Approval” means the Court order granting preliminary approval of the Settlement Agreement.

1.35 “Regular Rate Class” means those Class Members who are part of the certified regular rate claim based on holiday payments pursuant to the Court’s February 14, 2025 and March 7, 2025 certification orders.

1.36 “Regular Rate Settlement Amount” means the amount the Parties have agreed to allocate to the resolution of claims of the Regular Rate Class for the certified regular rate claim based on the estimated value of that claim. The Parties have agreed that \$7,500.00 of the Gross Settlement Amount will constitute the Regular Rate Settlement Amount and be remitted in consideration for the resolution of certified regular rate claim for the Regular Rate Class arising during the Class Period. The Regular Rate Settlement Amount will be distributed to the Participating Class Members who are part of the Regular Rate Class on a pro rata basis according to their number of holiday payments received from Defendant from February 21, 2017 to February 2, 2026. There will be no reversion of the Regular Rate Settlement Amount to Defendant if any funds cannot be distributed.

1.37 “Released Claims” means “Released Class Claims” and “Released PAGA Claims,” collectively.

1.38 “Released Class Claims” means the claims pleaded in the Actions (including in any initial or amended Complaint or PAGA letters sent to the LWDA by Plaintiffs during or prior to the Actions), as well as any potential claims reasonably arising out of the same set of operative

facts pleaded in the Actions (including in any initial or amended Complaint for work performed during the Class Period, including but not limited to the following: (a) any claims for unpaid overtime (Cal. Lab. Code §§ 510, 1194, and 1198); unpaid minimum wages (Cal. Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198); unpaid wages, sick pay, and meal or rest period premiums due to improperly calculated regular rate of pay (Cal. Lab. Code §§ 204, 210, 246, 510, 515, 551, 552, 558, 558.1, 1182.12, 1194, 1197, 1197.1, 1198, and 8 CCR § 11040(5)(A)-(B), and the applicable Wage Order); meal period violations (Cal. Lab. Code §§ 226.7, 512(a), 516, and 1198); rest period violations (Cal. Lab. Code §§ 226.7, 516, 1198, and the applicable Wage Order); failure to provide compliant wage statements and maintain accurate employment records (Cal. Lab. Code §§ 226(a), 226.3, 1174, 1174.5, 1175, and 2810.5); untimely payment of wages during employment and untimely payment of final wages (Cal. Lab. Code §§ 201, 201.3, 202-204, 210, 218, 218.5, 218.6, 221, 226.2, 232, 227.3); failure to reimburse necessary business expenses (Cal. Lab. Code §§ 2800 and 2802); failure to provide sick pay or allow the use of sick pay (Cal. Lab. Code §§ 245-249); failure to provide personnel records for inspection (Cal. Lab. Code §§ 432, 1174, 1198.5); violations of Cal. Business & Professions Code § 17200 *et seq.*; claims for interest, penalties (including but not limited to waiting time and other statutory penalties pursuant to Cal. Lab. Code §§ 201-204, 210 1198.5 and 1199), or premium payments in connection with any of the preceding claims; as well as any claims that could have arisen under the operative facts alleged in the Actions under state, federal, or local law including the California Labor Code, California Industrial Welfare Commission's Wage Orders, California Code of Regulations, or California common law; and (b) any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices, and/or punitive damages.

1.39 “Released PAGA Claims” means the claims for PAGA civil penalties pleaded in the Actions (including in any initial or amended Complaint), as well as any potential claims reasonably arising out of the same set of operative facts pleaded in Actions (including in any initial or amended Complaint) for work performed during the PAGA Period, including but not limited to the following: any claims for unpaid overtime (Cal. Lab. Code §§ 510, 1194 and 1198); unpaid minimum wages (Cal. Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1, 1198 and 1199); unpaid wages, sick pay, and meal or rest period premiums due to improperly calculated regular rate of pay (Cal. Lab. Code §§ 204, 210, 246, 510, 515, 551, 552, 558, 558.1, 1182.12, 1194, 1197, 1197.1, 1198, tit. 8 CCR § 11040(5)(A)-(B), and the applicable Wage Order); meal period violations (Cal. Lab. Code §§ 226.7, 512(a), 516, and 1198); rest period violations (Cal. Lab. Code §§ 226.7, 516, 1198, and the applicable Wage Order); failure to provide compliant wage statements and maintain accurate employment records (Cal. Lab. Code §§ 226(a), 226.3, 1174, 1174.5, 1175, and 2810.5); untimely payment of wages during employment and untimely payment of final wages (Cal. Lab. Code §§ 201, 201.3, 202-204, 210 218, 218.5, 218.6, 221, 226.2, 232, 227.3, 1198.5); failure to reimburse necessary business expenses (Cal. Lab. Code §§ 2800 and 2802); failure to provide sick pay or allow the use of sick pay (Cal. Lab. Code §§ 245-249); and failure to provide personnel records for inspection (Cal. Lab. Code §§ 432, 1174, 1198.5).

1.40 “Released Parties” means Defendant; its present, former, or future parent and/or subsidiary corporations; each of the foregoing's present, former, or future owners, officers, members, directors, shareholders, partners, employees, insurers, successors, predecessors, contractors, assigns, and managing agents; and any and all agents, legal representatives, and/or attorneys of all of the foregoing entities or individuals, and any individual or entity which could

be jointly liable with Defendant for Plaintiff's claims.

1.41 "Request for Exclusion" means a timely letter submitted by a Class Member indicating a request to be excluded from the non-PAGA portion of the Settlement. The Request for Exclusion must: (i) set forth the name, address, telephone number, and last four digits of the social security number of the Class Member requesting exclusion; (ii) be signed by the Class Member; (iii) be timely returned to the Settlement Administrator; (iv) clearly state that the Class Member does not wish to be included in the non-PAGA portion of the Settlement; and (v) be faxed, emailed, or mailed by the Response Deadline. If mailed, the postmark will be determinative of the mailing date.

1.42 "Response Deadline" means the deadline by which Class Members must mail, email, or fax to the Settlement Administrator any Requests for Exclusion, Notices of Objection, or Workweek disputes. If mailed, the postmark will be determinative of the mailing date. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Notice Packet by the Settlement Administrator, unless that date falls on a Sunday or a federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open for business. Class Members to whom Notice Packets are re-mailed after having been returned undeliverable to the Settlement Administrator shall have their Response Deadline extended by fourteen (14) calendar days from the date of re-mailing.

1.43 "Settlement Administrator" or "Administrator" means the third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering the Settlement. The Parties have jointly selected Apex Class Action, LLC to serve as the Settlement Administrator. The Parties and their counsel do not have any financial interest or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

1.44 "Settlement Administration Costs" means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering the Settlement, including, but not limited to, printing, distributing, and tracking documents for the Settlement, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the Gross Settlement Amount, with any excess in estimated costs reducing the Net Settlement Amount available to distribute to the Participating Class Members.

1.45 "Workweeks" means the number of workweeks that each Class Member worked for Defendant in California during the Class Period. Any Class Member who worked less than one full workweek will be credited with one Workweek.

2. **RECITALS**

2.1 On June 11, 2020, Plaintiff Guadalupe Lopez filed a Class Action Complaint against Defendant in Los Angeles County Superior Court, Case No. 20STCV22636, alleging causes of action for: (1) overtime compensation; (2) minimum wages; (3) meal period violations; (4) rest period violations; (5) waiting-time penalties; (6) wage statement violations; (7) unreimbursed business expenses; and (8) unfair business practices under Business & Professions

Code § 17200 *et seq.* On October 20, 2020, Plaintiff Guadalupe Lopez filed a First Amended Complaint that added PAGA claims. Her PAGA Notice to the LWDA was submitted on June 8, 2020.

2.2 On January 25, 2021, Plaintiff Jesus Cruz filed a Representative Action Complaint against Defendant in Los Angeles County Superior Court, Case No. 21STCV02811, alleging PAGA claims based on alleged Labor Code violations regarding: (1) meal periods; (2) rest periods; (3) wage statements; (4) timely payment of wages during employment; and (5) timely payment of wages upon termination of employment. His PAGA Notice to the LWDA was submitted on October 27, 2020.

2.3 On February 23, 2021, Plaintiff Da'Shon Simmons filed a Class Action Complaint against Defendant in Los Angeles County Superior Court, Case No. 21STCV06983, alleging causes of action for: (1) overtime compensation; (2) meal period violations; (3) rest period violations; (4) minimum wages; (5) waiting-time penalties; (6) timely payment of wages; (7) wage statement violations; (8) payroll record keeping violations; (9) unreimbursed business expenses; and (10) unfair business practices under Business & Professions Code § 17200 *et seq.* On January 20, 2022, the Court granted Defendant's motion for judgment on the pleadings as to the causes of action for timely payment of wages during employment and payroll record keeping violations.

2.4 Defendant denies the allegations pled by Plaintiffs in each of the Actions, denies any alleged failure to comply with the laws identified in those pleadings, and denies any purported liability for the causes of action and claims alleged in each of the Actions.

2.5 On April 1, 2021, the Court found the Actions related pursuant to California Rule of Court 3.300(a). On September 16, 2021, the Court appointed Bibiyan Law Group, P.C. as interim class counsel.

2.6 On January 22, 2024, the Parties participated in a full-day mediation with Steven J. Serratore, Esq., an experienced wage-and-hour class action mediator.

2.7 On November 25, 2024, the Court denied Plaintiffs' Motion for Class Certification as to all claims except the regular rate of pay claim and derivative wage statement and waiting-time penalty claims. On February 14, 2025, the Court granted class certification as to overtime compensation and meal period premiums for non-exempt employees of Defendant without arbitration agreements who received a holiday bonus during the relevant period and ordered further briefing as to whether a derivative wage statement claim could be maintained and the beginning date of the class period. On March 7, 2025, the Court ruled that the class period started February 23, 2017, and certified a waiting-time penalty subclass of formerly-employed class members but found there was a lack of standing for the Class Representatives to bring a wage statement claim on behalf of the Regular Rate Class due to the applicable statute of limitations. On June 13, 2025, a class notice was mailed to the Regular Rate Class by third-party administrator ILYM Group, Inc. pursuant to the Court's approval of the form and procedure for such notice.

2.8 On October 10, 2025, the Court granted Defendant's Motion for Summary Adjudication of the waiting-time penalty claim as to the Regular Rate Class.

2.9 The Parties re-engaged mediator Steven J. Serratore, Esq. regarding settlement discussions in December of 2025 and extended discussions with the mediator and between the Parties led to this Settlement of the Actions.

2.10 Prior to reaching this Settlement, Plaintiffs obtained through formal and informal discovery, documents and data including policy documents, deposition testimony, declarations, arbitration agreements, time records and pay records, etc. Plaintiff's 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.

2.11 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.

Plaintiffs (on behalf of themselves, Class Members, and Aggrieved Employees) and Defendant agree as follows:

3. **MONETARY TERMS**

3.1 **Funding of the Gross Settlement Amount:** Defendant will issue payment in the amount of the Gross Settlement Amount of \$575,000.00 to the Settlement Administrator, which will be deposited into a qualified settlement account to be established by the Settlement Administrator. Defendant will pay its employer's share of payroll taxes separately. After the Effective Date, the Gross Settlement Amount will be used for: (i) individual settlement payments to Class Members (including Regular Rate Class Members) and PAGA Members, including employees' withholdings and taxes associated with the wage portion of such payments; (ii) the LWDA Payment; (iii) the Class/PAGA Representative Enhancement Payments; (iv) Attorneys' Fees and Costs; (v) Settlement Administration Costs. Defendant will issue payment in the amount of the Gross Settlement Amount and the employer's share of payroll taxes (provided they have received such calculations from the Settlement Administrator) within twenty-one (21) calendar days of the Effective Date. The Administrator will be responsible for forwarding all payroll taxes to the appropriate government authorities. If Defendant has not received the calculations of the employer's share of payroll taxes within 21 calendar days of the Effective Date, then Defendant will issue payment of the Gross Settlement Amount to the Administrator and will issue payment of the employer's share of payroll taxes in a reasonably prompt manner after receiving the calculations of the employer's share of payroll taxes from the Administrator.

3.2 **Attorneys' Fees and Costs:** Class Counsel will file a motion for Attorneys' Fees and Costs requesting not more than one-third (1/3) of the Gross Settlement Amount (\$191,666.66) for attorneys' fees, plus the reimbursement of verifiable litigation costs and expenses associated with Class Counsel's litigation and settlement of the Actions according to proof up to a maximum of \$165,000.00 and subject to approval by the Court, all of which will be paid from the Gross Settlement Amount. Defendant will not oppose the request for these payments provided it does not exceed these amounts and does not include expenses not incurred by Class Counsel. The amount paid as and for Attorneys' Fees and Costs from the Gross Settlement Amount shall discharge any and all claims for such fees, costs, and expenses. Released Parties shall have no

liability to Class Counsel or any other attorney for Plaintiffs arising from any claim to any portion of the Attorneys' Fees and Costs payment. A reduction in these amounts ordered by the Court is not grounds to void the Settlement Agreement. If the Court approves an amount for Attorneys' Fees and Costs that is less than requested, the Settlement Administrator shall allocate the remainder to the Net Settlement Amount. The Settlement Administrator shall issue payment of the Attorneys' Fees and Costs to Class Counsel in their agreed-upon distribution of such funds among Class Counsel and shall issue appropriate IRS 1099 Forms to Class Counsel for the payments. Class Counsel assumes full responsibility and liability for taxes owed on the Attorneys' Fees and Costs payment and holds Defendant harmless, and agrees to indemnify Defendant, from any dispute or controversy regarding any division or sharing of the Attorneys' Fees and Costs payment.

3.3 **Class/PAGA Representative Enhancement Payments:** In recognition of the time, effort and work spent by Plaintiffs in prosecuting the Actions on behalf of Class Members and the PAGA Members, and for general releases of all claims arising out of their employment, Defendant agrees not to oppose any application or motion for Class/PAGA Representative Enhancement Payments of \$15,000.00 to each Plaintiff. A reduction in this amount by the Court is not grounds to void the Settlement. The Class/PAGA Representative Enhancement Payments will be paid from the Gross Settlement Amount and will be in addition to any individual settlement payments that Plaintiffs are entitled to pursuant to the Settlement as Class Members, Regular Rate Class Members and/or PAGA Members. If the Court approves an amount for Class/PAGA Representative Enhancement Payments that is less than requested, the Settlement Administrator shall allocate the remainder to the Net Settlement Amount. The Settlement Administrator shall issue the court-approved Class/PAGA Representative Enhancement Payments to Plaintiffs without tax withholdings and shall issue appropriate IRS 1099 Forms to Plaintiffs for the payments. Plaintiffs assume full responsibility and liability for taxes owed on the Class/PAGA Representative Enhancement Payments.

3.4 **Settlement Administration Costs:** The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount, which absent good cause, shall not exceed \$12,270.00 (and ultimately billed) by the Settlement Administrator. These costs include the required tax reporting on the individual settlement payments to Class Members and PAGA Members, the issuance of IRS 1099 and W-2 Forms, distributing the Class Notice, calculating and distributing the Gross Settlement Amount, calculating the employer's share of payroll taxes on the portion of the Net Settlement Amount distributed as wages, establishing and maintaining a settlement website in the manner described below, and providing necessary reports and declarations.

3.5 **PAGA Settlement Amount and Distribution:** Subject to Court approval, the Parties agree that the amount of \$57,500.00 from the Gross Settlement Amount will be designated for satisfaction of the claims of alleged civil penalties arising out of the PAGA Claims during the PAGA Period. Pursuant to the version of Labor Code section 2699(i) that was in effect at the time the Actions were filed, 75% of the PAGA Settlement Amount, or \$43,125.00, will constitute the LWDA Payment and 25% of the PAGA Settlement Amount, or \$14,375.00, will constitute the Net PAGA Settlement Amount. The Net PAGA Settlement Amount paid to the PAGA Members will be calculated and apportioned on a pro rata basis according to the number of Pay Periods worked during the PAGA Period, regardless of whether they object to or are excluded from the Class portion of the Settlement. The individual settlement payments to PAGA Members will be

classified as penalties for tax purposes and the Settlement Administrator will issue IRS 1099 Forms for such payments. The PAGA Members assume full responsibility and liability for any taxes owed on their individual PAGA settlement payments.

3.6 **Regular Rate Settlement Amount and Distribution:** Subject to Court approval, the Parties agree that the amount of \$7,500.00 from the Gross Settlement Amount will be designated for satisfaction of the claims of the Regular Rate Class for the certified regular rate claim based on the estimated value of that claim. The Regular Rate Settlement Amount will be distributed to the Participating Class Members who are part of the Regular Rate Class on a pro rata basis according to their number of holiday payments received from Defendant from February 21, 2017 to February 2, 2026. The individual settlement payments to the Regular Rate Class Members will be allocated as 25% to the settlement of the wage claim and 75% to the settlement of the prejudgment interest claim. The wage portion of these payments is subject to tax withholdings and will be reported on an IRS W-2 Form by the Settlement Administrator. The interest portion of these payments is not subject to tax withholdings and will be reported on an IRS 1099 Form by the Settlement Administrator. Regular Rate Class Members assume full responsibility and liability for any employee taxes owed on their individual Regular Rate Class settlement payments. If any Regular Rate Class Members timely exclude themselves from this Settlement, they will not receive an individual settlement payment from the Regular Rate Settlement Amount, and such money will be added to the Net Settlement Amount.

3.7 **Distribution of Net Settlement Amount to the Class:** The entire remaining Net Settlement Amount (after deducting the court-approved amounts to be paid for Attorneys' Fees and Costs, the Class/PAGA Representative Enhancement Payments, the PAGA Settlement Amount (including the LWDA Payment), the Regular Rate Settlement Amount, and Settlement Administration Costs) will be distributed to the Participating Class Members. No portion of the Net Settlement Amount will revert or be retained by Defendant. Individual settlement payments to Participating Class Members will be calculated and apportioned from the Net Settlement Amount based on the number of Workweeks that a Participating Class Member worked during the Class Period. The individual settlement payments to Participating Class Members will be allocated as 10% to the settlement of the wage claims and 90% to the settlement of the penalty and interest claims. The wage portion of these payments is subject to tax withholdings and will be reported on an IRS W-2 Form by the Settlement Administrator. The interest portion of these payments is not subject to tax withholdings and will be reported on an IRS 1099 Form by the Settlement Administrator. Participating Class Members assume full responsibility and liability for any employee taxes owed on their individual settlement payments. If any Class Members timely exclude themselves from this Settlement, they will not receive an individual settlement payment from the Net Settlement Amount, and such money will be added to the Net Settlement Amount for pro rata distribution to the Participating Class Members.

3.8 **No Credit Toward Benefit Plans:** The individual settlement payments made to the Participating Class Members and the PAGA Members under this Settlement, as well as 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 Members or PAGA Members may be eligible. It is the Parties' intention that this Settlement will not affect any rights, contributions, or amounts to which any Class Members or PAGA Members may be entitled under any benefit plans.

4. **SETTLEMENT ADMINISTRATION**

4.1 **Class Workweeks**: Based on a review of its records to date, Defendant estimates that Class Members collectively worked a total of approximately 82,000 Workweeks from June 11, 2016 through February 2, 2026, and estimates that PAGA Members collectively worked a total of approximately 34,000 Pay Periods from June 8, 2019 through February 2, 2026. The Parties agree that the Gross Settlement Amount shall not be automatically increased if the final number of Workweeks and/or Pay Periods is higher. Defendant represents that there are no more than approximately 82,000 Workweeks worked during the Class Period. In the event the number of Workweeks worked by Class Members during the Class Period increases by more than 10%, or 8,200 Workweeks, as confirmed by the Settlement Administrator, then the Parties agree to meet and confer in good faith to attempt to resolve the issue. If the issue is not resolved within twenty-one (21) calendar days, Plaintiffs have the option to rescind this Agreement within fourteen (14) calendar days of expiration of the meet and confer period.

4.2 **Settlement Administrator**: The Settlement Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Settlement Agreement or otherwise. The Administrator will maintain acceptable electronic and physical security protocols to adequately protect and safeguard the private employee information it will have access to for the claims process. The Settlement Administrator shall have and use its own Employer Identification Number for the purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

4.3 **Settlement Administration Process**: The Parties agree to cooperate in the administration of the settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

4.4 **Delivery of the Class List**: Within fifteen (15) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator, who must maintain the information in the Class List in confidence and use such information only for purposes of this Settlement and restrict access to employees who need access to carry out its duties under this Agreement. Defendant will promptly notify the Settlement Administrator of any corrected or updated Class List information. Within seven (7) calendar days of receipt of the Class List, the Settlement Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class List.

4.5 **Class Notice Distributed By First-Class U.S. Mail**: Within fourteen (14) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail the Class Notice to all Class Members via regular first-class U.S. Mail, using the most current known mailing address identified in the Class List or as updated by Settlement Administrator in the process described in Section 4.5 below.

4.6 **Confirmation of Contact Information in the Class List**: Prior to mailing the Class Notice, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes for Class Members. Any Class Notices returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S.

Mail to the forwarding address affixed thereto (if any) and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search methods using the name, address, and/or social security number of the Class Member involved and will then perform a single re-mailing. Those Class Members who receive a re-mailed Class Notice, whether by skip-trace or by request, will have until the later of the Response Deadline or fourteen (14) calendar days from the date of re-mailing to submit a Request for Exclusion or an objection to the Settlement and the re-mailing shall indicate any applicable extended Response Deadline.

4.7 **Class Notice:** All Class Members will be mailed English and Spanish versions of the Class Notice, which will provide: (i) information regarding the nature of the Actions; (ii) a summary of the Settlement's principal terms; (iii) the definition of who qualifies as a Class Member and as a Regular Rate Class Member; (iv) the total number of Workweeks that the Class Member worked for Defendant during the Class Period; (v) each Class Member's estimated individual settlement payment from the Net Settlement Amount and the formula for calculating such payment; (vi) the dates which comprise the Class Period; (vii) the total number of holiday payments received by a Regular Rate Class Member between February 21, 2017 and February 2, 2026; (viii) each Regular Rate Class Member's estimated individual settlement payment from the Regular Rate Settlement Amount and the formula for calculating such payment; (ix) instructions on how to submit Requests for Exclusion, Notices of Objection, or Workweek disputes; (x) the deadlines by which the Class Member must postmark, email, or fax Request for Exclusions, Notices of Objection or Workweek disputes; and (xi) the claims to be released.

4.8 **Disputed Information on Class Notices:** Class Members will have an opportunity to dispute the Workweek information and/or number of holiday payments provided in their Class Notices and must do so by the Response Deadline (or any applicable extension due to a re-mailing of their Class Notice). Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. The Settlement Administrator shall promptly notify Class Counsel and Defense Counsel of any disputes raised by Class Members and provide copies of any dispute information or evidence received from the Class Member. The Parties agree that if any Class Member disputes the basis for determining their share of the Settlement, Defendant's records shall presumptively control unless the Class Member can produce documentary evidence of other shifts worked during the relevant time period and/or other holiday payments received between February 21, 2017 and February 2, 2026. The Parties further agree that any dispute that cannot be resolved by Class Counsel and Defendant's counsel shall be finally and conclusively decided by the Settlement Administrator and shall not be appealable or otherwise susceptible to challenge.

4.9 **Request for Exclusion Procedures:** Any Class Member who wishes to opt-out from the Class portion of the Settlement Agreement (*i.e.*, to not waive individual claims for relief encompassed by the Released Class Claims by Class Members and not receive a portion of the Net Class Settlement Amount or the Regular Rate Settlement Amount) must sign and facsimile, email, or mail a written Request for Exclusion to the Settlement Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. Class Members who submit timely requests to opt out of the Class portion

of the Settlement will not receive payment from the Class portion of the Settlement or have the right to object to the Class portion of the Settlement and will not be bound by the terms of the proposed Class portion of the Settlement or the final judgment, with the exception of claims arising under PAGA. All PAGA Members will receive their share of the employee portion of the PAGA Settlement Amount, regardless of whether they opt-out from the Class portion of the Settlement, and because future PAGA claims are subject to claim preclusion upon entry of judgment, they will be deemed to have released any claims arising out of PAGA identified in Paragraph 1.39.

4.10 Defective Requests for Exclusion: If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (i) Response Deadline or (ii) fourteen (14) calendar days from the date of the cure letter, whichever date is later, to fax, email, or mail a revised Request for Exclusion. If the revised Request for Exclusion is not received or postmarked within that period, it will be deemed untimely.

4.11 Settlement Terms Bind All Class Members Who Do Not Opt-Out: Any Class Member who does not affirmatively opt out of the Class portion of the Settlement by submitting a timely and valid Request for Exclusion is deemed to be a Participating Class Member and will be bound by all of its terms, including those pertaining to the Released Claims during the Release Period as specified in Paragraphs 1.37 and 5.2, as well as any judgment that may be entered by the Court if it grants Final Approval to the Settlement, regardless of whether the Participating Class Member actually receives or reads the Class Notice or objects to the Settlement.

4.12 Challenges to Calculation of Workweeks: Each Class Member shall have until the Response Deadline or up to 14 days after the date of a re-mailed Class Notice, whichever is later, to challenge the number of Workweeks and Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Settlement Administrator via fax, email or mail. The Administrator shall inform the challenging Class Member that any supporting documentation should be submitted. 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 if they are consistent with the information in the Class List. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all such challenges to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

4.13 Objection Procedures: To object to the Settlement Agreement, a Participating Class Member may fax, email or mail a valid Notice of Objection to the Settlement Administrator by the Response Deadline or up to 14 days after the date of a re-mailed Class Notice, whichever is later. If mailed, the postmark will be determinative of the mailing date. The Notice of Objection must be signed by the Class Member and contain all information required by this Settlement Agreement. In the alternative, Class Members who do not opt out of the Class portion of the Settlement may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the hearing for Final Approval. At no time will any of the Parties or their counsel seek to solicit

or otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal from the order and/or judgment. Class Counsel will not represent Class Members with respect to any such objections to this Settlement. If a Class Member submits both a valid Request for Exclusion and a Notice of Objection, the Notice of Objection shall be void and the Class Member will be deemed to have opted out of the Class portion of the Settlement.

4.14 **Website, Email Address and Toll-Free Number:** The Settlement Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the hearing on Final Approval, and copies of the Settlement Agreement, Motion for Preliminary Approval, the order granting Preliminary Approval, the Class Notice, the Motion for Final Approval, the motion by Class Counsel for Attorneys' Fees and Costs, the Final Approval order, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

4.15 **Review of Requests for Exclusion and the Opt-Out List:** The Settlement Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the Response Deadline, 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; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

4.16 **Weekly Reports:** The Administrator must provide weekly written reports to Class Counsel and Defense Counsel that certifies the number of Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments, Individual Regular Rate Payments, and Individual PAGA Payments. The weekly reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received. Additionally, the Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement as needed or requested.

4.17 **Distribution of Settlement Payments:** Within fifteen (15) calendar days of the Funding of the Gross Settlement Amount, the Settlement Administrator will issue payments via U.S. mail to: (i) Participating Class Members and PAGA Members, (ii) the LWDA, (iii) Plaintiffs, and (v) Class Counsel. The Administrator will also issue a payment to itself from the GSA for Court-approved services performed in connection with the Settlement. The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual Regular Rate Payment and/or the Individual PAGA Payment, if applicable. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update each recipient's mailing address using the National Change of Address Database.

4.18 **Undeliverable Settlement Checks:** The Settlement Administrator must conduct

an address search for all Class Members and/or PAGA Members whose checks are returned undelivered without a 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 address search. The Administrator need not take further steps to deliver checks to Class Members or PAGA Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member or PAGA Member who requests a replacement check before the void date because their original check was lost or misplaced.

4.19 **Uncashed Settlement Checks:** For any Individual Class Payment, Individual Regular Rate Payment and/or Individual PAGA Payment checks that are uncashed and cancelled after the void date, the Settlement Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member or PAGA Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384(b).

4.20 **Administrator's Declaration:** Not later than fourteen (14) calendar days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Settlement 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 its obligations under this Settlement Agreement and the Court's order granting Preliminary Approval of the Settlement, including but not limited to, its mailing of the 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 or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

4.21 **Final Report by Settlement Administrator:** Within ten (10) calendar days after the Settlement 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 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 and the Court's order granting Final Approval of the Settlement. Class Counsel is responsible for filing the Administrator's declaration in Court.

5. **RELEASES OF CLAIMS**

Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the wage portion of the Individual Class Payments and Individual Regular Rate Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 **Release by Plaintiffs:** In addition to their claims being released as Participating Class Members, Plaintiffs Guadalupe Lopez, Da'Shon Simmons, and Jesus Cruz on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys,

heirs, administrators, successors, and assigns, release and discharge the Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in any of the pleadings in the Actions; and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the pleadings in the Actions or in the PAGA Notices (“Plaintiffs’ Releases.”) Plaintiffs’ Releases do not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers’ compensation benefits that arose at any time. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs’ Releases shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs’ discovery of them. For purposes of Plaintiffs’ Releases, Plaintiffs expressly and knowingly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH 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.

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all parties, Plaintiffs Guadalupe Lopez, Da’Shon Simmons, and Jesus Cruz expressly acknowledge that this Settlement Agreement is intended to include in its effect, without limitation, all claims that Plaintiffs knew of, as well as all claims that he or she does not know or suspect to exist in his or her favor against the Released Parties, or any of them, during the Class Period, and that this Settlement Agreement contemplates the extinguishment of any such of Plaintiffs’ claims.

5.2 Release by Participating Class Members: Upon the full funding of the Gross Settlement Amount, all Participating Class Members on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims, as set forth in Paragraph 1.38, and which includes any and all claims pleaded in the Actions (including in any initial or amended Complaint), as well as any potential claims reasonably arising out of the same set of operative facts pleaded in the Actions (including in any initial or amended Complaint) for work performed during the Class Period, including but not limited to the following: (a) any claims for unpaid overtime (Cal. Lab. Code §§ 510, 1194, and 1198); unpaid minimum wages (Cal. Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198); unpaid wages, sick pay, and meal or rest period premiums due to improperly calculated regular rate of pay (Cal. Lab. Code §§ 204, 210, 246, 510, 515, 551, 552, 558, 558.1, 1182.12, 1194, 1197, 1197.1, 1198, and 8 CCR § 11040(5)(A)-(B), and the applicable Wage Order); meal period violations (Cal. Lab. Code §§ 226.7, 512(a), 516, and 1198); rest period violations (Cal. Lab. Code §§ 226.7, 516, 1198, and the applicable Wage Order); failure to provide compliant wage statements and maintain accurate employment records (Cal. Lab. Code §§ 226(a), 226.3, 1174, 1174.5, 1175, and 2810.5); untimely payment of wages during employment and untimely payment of final wages (Cal. Lab. Code §§ 201, 201.3, 202-204, 210, 218, 218.5, 218.6, 221, 226.2, 232, 227.3); failure to reimburse necessary business expenses (Cal.

Lab. Code §§ 2800 and 2802); failure to provide sick pay or allow the use of sick pay (Cal. Lab. Code §§ 245-249); failure to provide personnel records for inspection (Cal. Lab. Code §§ 432, 1174, 1198.5); violations of Cal. Business & Professions Code § 17200 et seq.; claims for interest, penalties (including but not limited to waiting time and other statutory penalties pursuant to Cal. Lab. Code §§ 201-204, 210 1198.5 and 1199), or premium payments in connection with any of the preceding claims; as well as any claims that could have arisen under the operative facts alleged in the Actions under state, federal, or local law including the California Labor Code, California Industrial Welfare Commission's Wage Orders, California Code of Regulations, or California common law; and (b) any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices, and/or punitive damages. 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 or events occurring outside the Class Period.

5.3 **Release by Non-Participating Class Members Who Are PAGA Members:** All Non-Participating Class Members who are PAGA Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged on their behalf, regarding the Released PAGA Claims as set forth in Paragraph 1.39, which includes claims based on the facts pleaded in Actions (including in any initial or amended Complaint or PAGA letters sent to the LWDA by Plaintiffs during or prior to the Actions) for work performed during the PAGA Period.

6. **MOTION FOR PRELIMINARY APPROVAL**

6.1 **Plaintiffs' Responsibilities:** Plaintiffs will obtain a hearing before the Court to request the Preliminary Approval of the Settlement, and the entry of a Preliminary Approval Order for: (i) conditional certification of the Settlement Class for settlement purposes only; (ii) preliminary approval of the proposed Settlement Agreement; (iii) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Class Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include a proposed Class Notice in a form agreed upon by the Parties. Class Counsel will be responsible for drafting all documents necessary to obtain preliminary approval, but Defendants will have the right to review the drafts prior to filing.

6.2 **Duty to Cooperate:** If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will promptly work together in good faith to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will promptly work together in good faith to modify the Agreement and otherwise satisfy the Court's concerns.

7. **MOTION FOR FINAL APPROVAL**

7.1 **Plaintiffs' Responsibilities:** 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 a request for approval of the PAGA settlement under Labor Code section 2699(s), a proposed Final Approval Order, and a proposed Judgment (collectively “Motion for Final Approval”).

7.2 **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.

7.3 **Duty to Cooperate:** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will promptly work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class/PAGA Representative Enhancement Payments, Class Counsel’s Attorneys’ Fees and Costs, and/or the payment of Settlement Administration Costs shall not constitute a material change to the Agreement within the meaning of this paragraph.

7.4 **Continuing Jurisdiction of the Court:** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes of (i) enforcing this Settlement Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

7.5 **Waiver of Right to Appeal:** Provided the Judgment is consistent with the terms and conditions of this Settlement Agreement, specifically including the payment to Class Counsel of Attorneys’ Fees and Costs set forth in this Settlement, the Parties, their respective counsel, and all Participating class Members who did not object to the Settlement as provided in this Settlement 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 Settlement Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

7.6 **Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment:** If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Settlement Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Settlement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court’s concerns and to obtain Final Approval and entry of Judgment consistent with the terms herein sharing any additional Settlement Administrator Costs reasonably incurred after remittitur on a 50/50 basis. An appellate decision to vacate, reverse, or modify the Court’s award of the Class/PAGA Representative Enhancement Payments or any payments to Class Counsel for Attorneys’ Fees and Costs shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

7.7 **Amended Judgment:** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment to the Court.

7.8 **Dismissal of Related Actions:** Upon the Court granting Final Approval and entering a Judgment thereon, the related Actions of *Da'Shon Simmons v. Rolling Hills Country Club*, Los Angeles County Superior Court Case No. 21STCV06983; and *Jesus Cruz v. Rolling Hills Country Club*, Los Angeles County Superior Court Case No. 21STCV02811, will be dismissed with prejudice as to Da'Shon Simmons' individual claims and without prejudice as to any class or PAGA claims. Plaintiffs Da'Shon Simmons and Jesus Cruz will submit to the Court these requests for dismissal within ten (10) days of the Court entering Judgment following the granting of Final Approval.

8. **ADDITIONAL PROVISIONS**

8.1 **Non-Admission of Liability:** The Parties enter into this Settlement 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, Defendant does not admit, and specifically denies, that Defendant violated any federal, state, or local law, 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 its employees or anyone else. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will 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, this Settlement Agreement and its terms and provisions will not be offered or received as evidence and will not be admissible 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.

8.2 **Class Action Certification for Settlement Purposes Only:** The Parties agree to stipulate to class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not approved, the stipulation to 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 (i) a class claims should be certified, or (ii) Defendant is liable to Plaintiffs or any Class Member or any other person or entity, other than according to the Settlement's terms. If the Court does not approve the Settlement, nothing herein shall be construed to disturb or alter the Court's prior class certification orders issued on December 19, 2024, February 14, 2025, and March 7, 2025.

8.3 **Tax Liability:** Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs and Participating Class Members are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard.

8.4 **Circular 230 Disclaimer:** The Parties acknowledge and agree that: (1) no provision

of this 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 the United States Treasury Department circular 230 (31 CFR part 10, as amended); and (2) the Parties (a) have relied exclusively upon their own independent legal and tax counsel for advice (including tax advice) in connection with this Settlement; (b) have not entered into this Settlement based on the recommendation of any other party or any attorney or advisor to any other party; and (c) are not entitled to rely upon any communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty that may be imposed on another 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 a party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this agreement.

8.5 **Confidentiality Prior to Preliminary Approval:** Plaintiffs, Class Counsel, Defendant and Defense Counsel each agree that, until the Motion for Preliminary Approval is filed, they will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter pursuant to California Rule of Court 3.300; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. The Parties agree to immediately notify the other Parties of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant, and Defense Counsel each agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any with third-party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members.

8.6 **No Public Comment:** Following the filing of the Motion for Preliminary Approval, Plaintiffs and Class Counsel agreed that they will not issue any press releases, communicate with the news media and/or disclose information regarding this settlement in their marketing materials or firm websites. This provision shall not apply to or limit any public filings of motions or other case materials in the Actions to obtain Court approval of the Settlement or enforce its terms, nor shall this provision restrict Class Counsel from listing these Actions by name in support of motions for appointments as class counsel, certification, settlement approval, or attorneys' fees and costs in other actions.

8.7 **Non-Solicitation of Class Members:** The Parties and their counsel agree that they will not directly or indirectly solicit, encourage, or threaten any Class Member to exclude himself or herself from this Settlement (opt out), object to the Settlement, or appeal from the Judgment. Nothing in this provision shall be construed to restrict Class Counsel's ability to respond to questions from Class Members about the Settlement or to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

8.8 **Authorization to Enter into Settlement Agreement:** Counsel for the Parties warrant and represent they are expressly authorized by 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.

8.9 **Cooperation:** The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement and obtain the Court's approval of the Settlement. If the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement or any modification of the Agreement that may become necessary to implement the Settlement as ordered or directed by the Court, the Parties will seek the assistance of the Court for resolution.

8.10 **No Prior Assignments:** The Parties and their respective counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement or any portion of the Gross Settlement Amount.

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

8.12 **Amendment or Modification:** No amendment, change, or modification to this Settlement Agreement will be valid unless in writing and signed, by either the Parties or their counsel.

8.13 **Mutual Drafting of Agreement:** The Parties have had an 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 initially drafted by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the drafting of this Settlement Agreement.

8.14 **Confidentiality:** To the extent permitted by law, all agreements made, and orders entered during the Actions, including the December 3, 2021 stipulated protective order, and in this Settlement Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

8.15 **Use and Return of Class Data:** Information provided by Defendant to Plaintiffs and Class Counsel, including all copies of and summaries of the Class Data, in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and for no other purpose (including, but not limited to, the solicitation of clients for other actions), 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 Settlement Administrator's obligation to provide a declaration confirming

the final pay out of all Settlement funds, Plaintiffs and Class Counsel shall destroy, all paper and electronic versions of Class Data received from Defendant. Class Counsel shall confirm such destruction upon request by Defense Counsel.

8.16 **Calendar Days**: Unless otherwise noted, all reference to “days” in this Settlement Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or a federal or state holiday, such date or deadline shall be on the first business day thereafter.

8.17 **Acknowledgement the Settlement Is Fair and Reasonable**: The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived at this Settlement after arm’s length negotiations with the assistance of an experienced wage and hour mediator 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 prior to executing the Agreement.

8.18 **Entire Agreement**: This Settlement Agreement constitutes the entire agreement between the Parties relating to the Settlement and supersedes any prior written or oral agreements between the Parties.

8.19 **Applicable Law**: All substantive terms of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California, except to the extent that federal law applies to a specific issue, such as tax withholdings and tax liability.

8.20 **Notice**: All notices, demands or other formal communications between the Parties in connection with this Settlement and the Court approval and settlement administration process will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail or the day after being sent by email, addressed as follows:

To Plaintiffs:

David D. Bibiyan
Vedang J. Patel
Gayane Ghandilyan
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To Defendant:

James E. Hart
Nolan McCready
James M. Gilbert
LITTLER MENDELSON, P.C.
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Email: jhart@littler.com
Email: nmccready@littler.com
Email: jgilbert@littler.com

8.21 **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 as valid and enforceable, consistent with California’s rules of contract interpretation as set forth in California Civil Code sections 1641, 1643, and 3541.

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

8.23 **Enforcement of Settlement**: In the event that one or more of the Parties institutes any legal action or other legal 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, the reasonable attorneys' fees and costs incurred in connection with any enforcement actions.

8.24 **Execution and Counterparts**: This Settlement Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or by email, which for purposes of this Agreement shall be accepted as an original for all purposes. All executed counterparts and each of them will be deemed to be one and the same instrument when combined and will be admissible in evidence to prove the existence and contents of this Settlement Agreement.

8.25 **Stay of Litigation**: The Parties agree that upon the execution of this Settlement Agreement the litigation shall be stayed, except to effectuate the terms of the Settlement.

8.26 **Representation by Legal 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.

8.27 **Translation of Settlement Agreement**: Class Counsel warrants and represents that Plaintiffs did not need translation of the Settlement Agreement and its terms into Spanish or any other language prior to executing the Agreement or if such translation was needed, that Plaintiffs were provided sufficient translation services prior to executing the Agreement.

8.28 **Binding Agreement**: The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this 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.

***** SIGNATURES TO FOLLOW ON NEXT PAGE**

By signing below, the Parties represent that they have read and understand this Settlement Agreement and the obligations and responsibilities contained herein. The Parties further represent that they are entering into this Settlement Agreement voluntarily, deliberately, and of their own free will and that they have had a sufficient opportunity to read the Agreement and to consult with their attorneys prior to signing it.

Si necesita una traducción de este documento, debería hacérselo traducir antes de firmarlo.

Dated: 09/02/2026



Plaintiff Guadalupe Lopez

Dated: _____

Plaintiff Da'Shon Simmons

Dated: _____

Plaintiff Jesus Cruz

Dated: _____

Wayne Sheffield
COO/General Manager
On behalf of Defendant Rolling Hills Country Club

APPROVED AS TO FORM AND CONTENT BY:

Dated: _____

David D. Bibiyan
Vedang J. Patel
Gayane Ghandilyan
BIBIYAN LAW GROUP
Counsel for Plaintiff Guadalupe Lopez

Dated: _____

Ryan Slinger
Alborz Javaheri
LAWYERS *for* JUSTICE, PC
Counsel for Plaintiff Da'Shon Simmons

Dated: _____

Mark D. Potter
James M. Treglio
POTTER HANDY LLP
Counsel for Plaintiff Jesus Cruz

Dated: _____

James E. Hart
Nolan McCready
James M. Gilbert
LITTLER MENDELSON, PC
Counsel for Defendant Rolling Hills Country Club