PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement Agreement and Release (Settlement Agreement" or "Settlement") is entered into by and between Plaintiffs Marcos Ojendiz and Elizabet Rios (together, "Plaintiffs"), on behalf of themselves, the Aggrieved Employees (as defined in Section 3(a)(5) below), and the State of California with respect to the Aggrieved Employees, and Defendant Jonathan Louis International ("Defendant"), subject to approval by the Court. The term "Party" or "Parties" as used herein shall refer to Plaintiffs, Defendant, or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) On September 22, 2021, Lavi & Ebrahimian, LLP, submitted a letter on behalf of Plaintiff Rios to the California Labor and Workforce Development Agency ("LWDA") and Defendant to notify the LWDA and Defendant pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq*. ("PAGA"), of Plaintiff Rios' intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, and 1198, and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-845641-21 ("Rios PAGA Notice");

(b) On September 24, 2021, Blackstone Law, APC, submitted a letter on behalf of Plaintiff Ojendiz to the LWDA and Defendant to notify the LWDA and Defendant pursuant to PAGA, of Plaintiff Ojendiz's intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.2, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, and 1198, and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-845834-21 ("Ojendiz PAGA Notice");

(c) The Rios PAGA Notice and Ojendiz PAGA Notice are together referred to as the "PAGA Notices";

(d) On September 24, 2021, Plaintiff Ojendiz filed a Complaint for Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698 Et Seq., commencing a representative action under PAGA against Defendant, entitled *Marcos Ojendiz v. Jonathan Louis International*, Los Angeles County Superior Court Case No. 21STCV35253 ("Action");

(e) On May 12, 2022, Plaintiffs filed a First Amended Complaint for Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698 Et Seq. ("Operative Complaint") in the Action, which, *inter alia*, added Plaintiff Rios as a named plaintiff. The Operative Complaint asserts a single cause of action for civil penalties under PAGA for violations of multiple provisions of the California Labor Code and the applicable Industrial Welfare Commission Wage Orders;

(f) On April 18, 2024, the Parties mediated the Action with Todd Smith, Esq., which did not result in a settlement at that time. After continued negotiations, and with the assistance of the mediator's evaluation, on July 22, 2024, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

(g) There has been no determination on the merits of the Action or the PAGA Notices but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Action and Released Claims (as defined in Section 6(a) below).

2. **No Admission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Consideration.**

(a) Defendant shall pay the maximum gross sum of Five Hundred Fifty Thousand Dollars and Zero Cents ($550,000.00) (the "Gross Settlement Amount") to resolve the Action and Released Claims (as defined in Section 6(a) below), which will be paid as follows:

(1) Attorneys' fees in the amount of thirty-three point thirty-three percent (33.33%) of the Gross Settlement Amount, which is One Hundred Eighty-Three Thousand Three Hundred Fifteen Dollars and Zero Cents ($183,315.00), and reimbursement of litigation costs and expenses in the amount of up to Thirty Thousand Dollars and Zero Cents ($30,000.00) (collectively, "Attorneys' Fees and Costs") to Blackstone Law, APC and Lavi & Ebrahimian, LLP (together, "PAGA Counsel"), which Defendant will not contest. In the event that the Court reduces or does not approve the requested Attorneys' Fees and Costs, PAGA Counsel reserve their right to appeal such order, however, Plaintiffs or PAGA Counsel will not request or demand an increase to the Gross Settlement Amount on that basis. If the Court approves the Attorneys' Fees and Costs less than the amounts requested, the remainder will revert to the Net Settlement Amount.

(2) General release fees in the amount of up to Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) each (total, $15,000.00) ("General Release Fee(s)" or "Enhancement Award(s)") to Plaintiff Ojendiz and Plaintiff Rios, which Defendant will not contest. If the Court approves General Release Fees less than the amounts requested, the remainder will revert to the Net Settlement Amount. Any Enhancement Award approved by the Court will result in the issuance of a Form 1099 to Plaintiff Ojendiz and Plaintiff Rios, as appropriate.

(3) Costs and expenses of administration of the Settlement up to the amount of Six Thousand Dollars and Zero Cents ($6,000.00) ("Settlement Administration Costs") to ILYM Group, Inc. ("Settlement Administrator"). To the extent that the Settlement Administration Costs are less or the Court approves an amount less than the requested amount, the remainder will revert to the Net Settlement Amount. Defendant agrees not to oppose a request by Plaintiffs for reimbursement for the Settlement Administrator's costs, which will be paid from the Gross Settlement Amount. The Parties agree that the Settlement Administrator will administer the

Settlement and will issue to Aggrieved Employees a Form 1099 for all amounts paid as penalties. The Parties agree to mutually select a Settlement Administrator to administer the settlement.

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Gross Settlement Amount. The balance remaining after these deductions is referred to as the "Net Settlement Amount."

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent (25%) will be distributed to all non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period ("Aggrieved Employees"). The period September 15, 2021 through June 22, 2024 is the "PAGA Period." The twenty-five percent (25%) portion of the Net Settlement Amount payable to the Aggrieved Employees is referred to as the "Employees' Portion."

(6) There are 625 Aggrieved Employees who worked 50,000 Workweeks during the PAGA Period.

(b) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One hundred percent (100%) of the payments for Attorneys' Fees and Costs, General Release Fees, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the Settlement Administrator will be responsible for issuing IRS Forms 1099, as required.

4. **Approval and Implementation of the PAGA Settlement.**

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to settlement (i.e., to terminate the Action by way of judgment or dismissal).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by PAGA Counsel. PAGA Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Mark B. Robinson, Lara A.H. Shortz, and Alexandra D. Miller of Michelman & Robinson, LLP ("Defendant's Counsel") for review. Defendant's Counsel will be given an opportunity to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

5. **Payment of the Gross Settlement Amount / Notice to Recipients.**

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendant by transmitting the Gross Settlement Amount to a qualified settlement account established by the Settlement Administrator for administration of this Settlement, within thirty (30) calendar days of the Court's order granting approval of this Settlement Agreement. If the date by which payment by Defendant is due falls on a Saturday, Sunday, or legal holiday in the State of California, then the due date shall be extended to the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Agreement (i.e., the Employees' Portion) based upon the number of workweeks they each worked during the PAGA Period ("Workweeks"), based on Defendant's payroll records. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual PAGA Payment"), the Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Workweeks the Aggrieved Employee worked by the total aggregate number of Workweeks worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual PAGA Payment.

(1) One hundred percent (100%) of all Individual PAGA Payments are to be considered penalties and the Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual PAGA Payments will be reported on an IRS Form 1099, as required.

(c) The Settlement Administrator shall distribute each Individual PAGA Payment by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "**Exhibit A**," in the following manner:

(1) No later than fourteen (14) calendar days after the Court's order granting approval of the Settlement, Defendant shall provide the Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; and (v) number of Workweeks.

(2) The Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List.

(3) No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator shall mail the agreed-upon Cover Letter and Individual PAGA Payment checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by First-Class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the Settlement Administrator shall promptly attempt to locate an alternative, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package. For the avoidance of doubt, Defendant shall have thirty (30) calendar days from the date of the Court's order granting approval of this Settlement Agreement to provide the Settlement Administrator with the Gross Settlement Amount.

(4) The Individual PAGA Payment checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) calendar days, and thereafter, shall be canceled. Funds associated with such canceled checks shall be transmitted to the California State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of their respective Individual PAGA Payment(s).

(5) No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(6) No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator shall transmit the General Release Fees to Plaintiffs.

(7) No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator shall transmit the Attorneys' Fees and Costs to PAGA Counsel.

(8) No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator shall transmit the Settlement Administration Costs to itself.

6. **Release of Claims by Plaintiffs, the State of California with Respect to the Aggrieved Employees, and the Aggrieved Employees.**

(a) Upon Court approval of the Settlement Agreement and full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to the Aggrieved Employees, and all Aggrieved Employees release Defendant and all of its past and present parent companies, subsidiaries, affiliates, and their officers, directors, managers, exempt employees, shareholders, partners, agents, insurers, representatives, attorneys, investors, members, divisions, companies, predecessors, successors, assigns, and heirs (collectively, the "Released Parties") from all claims for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq*. that were alleged or reasonably could have been alleged based on the facts asserted in the Operative Complaint and/or PAGA Notices, arising during the PAGA Period, including, but not limited to, claims involving any alleged violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.2, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 2698 *et seq*., and the applicable Industrial Welfare Commission Wage Orders (collectively, the "Released Claims") .

(b) Upon Court approval of the Settlement Agreement and full funding of the Gross Settlement Amount, Plaintiffs, individually and on their own behalf, release the Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to, all claims that were alleged or reasonably could have been alleged based on the facts contained in the Operative Complaint and/or PAGA Notices ("Plaintiffs' Release"). The Plaintiffs' Release does not extend to any claims or actions to enforce this Settlement Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, Social Security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs 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 the Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them. For purposes the Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of California Civil Code Section 1542, which reads:

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

7. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing Party.

8. **Amendment.** This Settlement Agreement may not be modified, altered, or changed except in writing and signed by both Parties' counsel, subject to approval by the Court.

9. **Miscellaneous.**

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify, or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Todd Smith, Esq. In the event of vagueness, ambiguity, or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiffs or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. This Settlement Agreement remains in full force and effect anyway.

HAVING ELECTED TO EXCECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFFS AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

PLAINTIFF MARCOS OJENDIZ

Dated: 11/18/2024

Plaintiff Marcos Ojendiz

PLAINTIFF ELIZABET RIOS

Dated: 11/18/2024

Elizabet Rios
____
Plaintiff Elizabet Rios

DEFENDANT JONATHAN LOUIS INTERNATIONAL

Dated: ___________________

____

Full Name: ____________________

Title: _________________________
On behalf of Defendant Jonathan Louis International

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: ___________________

____
Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Attorneys for Plaintiff Marcos Ojendiz

LAVI & EBRAHIMIAN, LLP

Dated: 11/18/2024

Joseph Lavi
____
Joseph Lavi
Vincent C. Granberry
James H. Clark
Attorneys for Plaintiff Elizabet Rios

MICHELMAN & ROBINSON, LLP

Dated: ___________________

____
Mark B. Robinson
Lara A.H. Shortz
Alexandra D. Miller
Attorneys for Defendant Jonathan Louis International

ER

PLAINTIFF ELIZABET RIOS

Dated: ____________________

____
Plaintiff Elizabet Rios

DEFENDANT JONATHAN LOUIS INTERNATIONAL

Dated: ____________________

____

Full Name: ____________________

Title: ________________________
On behalf of Defendant Jonathan Louis International

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: November 18, 2024

____
Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Attorneys for Plaintiff Marcos Ojendiz

LAVI & EBRAHIMIAN, LLP

Dated: ____________________

____
Joseph Lavi
Vincent C. Granberry
James H. Clark
Attorneys for Plaintiff Elizabet Rios

MICHELMAN & ROBINSON, LLP

Dated: ____________________

____
Mark B. Robinson
Lara A.H. Shortz
Alexandra D. Miller
Attorneys for Defendant Jonathan Louis International

PLAINTIFF ELIZABET RIOS

Dated: ____________________

____
Plaintiff Elizabet Rios

DEFENDANT JONATHAN LOUIS INTERNATIONAL

Dated: ____________________

DocuSigned by:
Javier Sanchez
11FC215DDA3D429...
____
Full Name: Javier Sanchez

Title: President & CEO
On behalf of Defendant Jonathan Louis International

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: ____________________

____
Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Attorneys for Plaintiff Marcos Ojendiz

LAVI & EBRAHIMIAN, LLP

Dated: ____________________

____
Joseph Lavi
Vincent C. Granberry
James H. Clark
Attorneys for Plaintiff Elizabet Rios

MICHELMAN & ROBINSON, LLP

Dated: ____________________

____
Mark B. Robinson
Lara A.H. Shortz
Alexandra D. Miller
Attorneys for Defendant Jonathan Louis International

Exhibit A

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>><<State>><<Zip>>

Re: Settlement Payment from *Marcos Ojendiz, et al. v Jonathan Louis International*, Los Angeles County Superior Court Case No. 21STCV35253

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual PAGA Payment"). This check is your payment from the settlement in the lawsuit *Marcos Ojendiz, et al. v Jonathan Louis International*, Los Angeles County Superior Court Case No. 21STCV35253 ("Action").

The lawsuit was filed on September 24, 2021 and amended on May 12, 2022 by Plaintiffs Marcos Ojendiz and Elizabet Rios (together, "Plaintiffs") against their former employer Defendant Jonathan Louis International ("Defendant"), on behalf of the State of California, with respect to themselves and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, and failure to keep requisite payroll records. Prior to initiating the lawsuit, on September 22, 2021, Plaintiff Rios submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-845641-21 ("Rios PAGA Notice"). On September 24, 2021, Plaintiff Ojendiz also submitted a letter to the LWDA pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-845834-21 ("Ojendiz PAGA Notice"). The Rios PAGA Notice and Ojendiz PAGA Notice are together referred to as the "PAGA Notices".

Defendant denies all of Plaintiffs' allegations and denies any wrongdoing of any kind associated with Plaintiffs' allegations. A settlement was reached between Plaintiffs and Defendant.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period ("Aggrieved Employees"). The period September 15, 2021 through June 22, 2024 is the "PAGA Period."

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as an Aggrieved Employee. Your Individual PAGA Payment is based on the total number of workweeks that you worked for Defendant in California during the PAGA Period. The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099 (if applicable). You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of Court approval of the Settlement Agreement and full funding of the Gross Settlement Amount>>, the Released Parties were released from the Released Claims.

> "Released Parties" means Defendant and all of its past and present parent companies, subsidiaries, affiliates, and their officers, directors, managers, exempt employees, shareholders, partners, agents, insurers, representatives, attorneys, investors, members, divisions, companies, predecessors, successors, assigns, and heirs.

"Released Claims" means all claims for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq*. that were alleged or reasonably could have been alleged based on the facts asserted in the Operative Complaint and/or PAGA Notices, arising during the PAGA Period, including, but not limited to, claims involving any alleged violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.2, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 2698 *et seq*., and the applicable Industrial Welfare Commission Wage Orders.

The enclosed check is valid for 180 calendar days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your Individual PAGA Payment.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [Settlement Administrator] at [toll-free phone number].