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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

SPYNSIR TUCKER, for herself, all other similarly situated individuals, and the general public,

Plaintiff,

v.

ZUM SF, INC., ZUM SERVICES, INC., RITU NARAYAN, ABISHEK GARG, AND VIVEK GARG,

Defendants.

Case No. CGC-22-598935

AMENDED CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND RELEASE

Complaint Filed: March 29, 2022
Amended Complaint Filed: Jan. 25, 2025

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This Amended Class and Representative Action Settlement Agreement and Release (the "Agreement" or "Settlement Agreement") is made and entered into by and between Spynsir Tucker ("Plaintiff"), as an individual and on behalf of all others alleged to be similarly situated and the State of California, and Zum SF, Inc., Zum Services, Inc., Ritu Narayan, Abhishek Garg, and Vivek Garg (collectively and individually, "Defendants"). (Plaintiff and Defendants each a "Party" and collectively the "Parties.") Except as otherwise specified, defined terms have the meanings set forth in the Recitals and Section 1 of this Agreement.

RECITALS

A. Plaintiff initiated the above-captioned lawsuit by filing a Representative and Class Action Complaint against Defendants on March 29, 2022, in the Superior Court for the County of San Francisco ("Court"), Case No. CGC-22-598935 (the "Action"). As part of this Agreement, Plaintiff agrees to file a First Amended Representative and Class Action Complaint (the "First Amended Complaint"). The First Amended Complaint asserts the following claims on behalf of all individuals employed by Zum SF, Inc. as drivers in the State of California at any time between March 29, 2018, and the date of preliminary approval: (1) rest period violations under the California Labor Code; (2) failure to pay minimum wages under the California Labor Code; (3) failure to provide accurate wage statements under the California Labor Code; (4) failure to timely pay all wages due and owing under the California Labor Code; (5) unfair business practices under California Business & Professions Code § 17200, *et seq*. ("UCL"); (6) violation of the Private Attorney General Act ("PAGA"), California Labor Code § 2698, *et seq*; (7) violation of the California Invasion of Privacy Act; (8) invasion of privacy in violation of the common law tort of intrusion; (9) invasion of privacy in violation of the California Constitution; (10) failure to provide meal periods under the California Labor Code; (11) failure to accurately record and pay sick leave under the California Labor Code; (12) failure to pay overtime compensation under the California Labor Code; and (13) failure to reimburse business expenses under the California Labor Code. The First Amended Complaint seeks alleged unpaid or underpaid compensation, including for unpaid wages, unreimbursed expenses, restitution, liquidated damages, statutory and/or civil penalties, attorneys' fees, costs, and interest.

B. Plaintiff and Defendants have engaged in formal and informal discovery that included the exchange of documents and data relating to Plaintiff's employment, policies and procedures relating to her employment, the identity of the Class Members and the PAGA Group (both as defined below), wage statements and timesheets, and the hours worked and wages paid to these employees during the relevant period. Defendants also filed a motion for summary judgment, which the Parties fully briefed and was scheduled to be heard on September 5, 2024.

C. On July 29, 2024, the Parties participated in an all-day remote mediation before Jill Sperber, Esq., a well-respected mediator with significant experience in employment wage-and-hour class actions. The Parties did not reach a negotiated settlement during this mediation session but, based on the progress made, agreed to continue their negotiations. These continued negotiations, overseen by mediator Sperber, ultimately led to an agreement on material terms that were documented in a Memorandum of Understanding executed on September 3, 2024. In these discussions, the Parties agreed to seek a stay of this Action, including the hearing on Defendants' motion for summary judgment, pending further discussions to finalize their settlement agreement. The Parties filed a Joint Notice of Settlement and proposed order to stay the Action on August 30, 2024, which the Court entered on September 3, 2024.

D. Defendants contend they have always acted properly and lawfully, and deny any wrongdoing, including any of the wrongful acts or violations of law or duty alleged in the First Amended Complaint or the Action. Defendants also deny that Plaintiff or any of the Class Members are entitled to any form of wages, damages, penalties, interests, attorneys' fees, costs, or any relief whatsoever, at law or at equity. Defendants are prepared to vigorously litigate this matter and are entering in this Settlement Agreement solely to avoid the substantial expense and burdens of litigation and business interruptions that it creates. Defendants have concluded that it is beneficial to fully and finally settle and terminate the Action in the manner and upon the terms and conditions set forth in this Agreement.

E. Plaintiff believes that the claims asserted in the Action have merit. Nonetheless, Plaintiff and her counsel, Leah L. Jones and Joshua Buck of Thierman Buck LLP and David Cohen and James Zouras of Stephan Zouras, LLC ("Class Counsel"), recognize and acknowledge the expense and length of continued prosecution of the Action against Defendants through trial and any subsequent appeals. Plaintiff and Class Counsel have also taken into account the uncertain outcome and risks of litigation, especially in complex actions, Defendants' strong defenses, as well as the difficulties and delays inherent in such litigation. Based on their evaluation, Class Counsel have concluded that the terms and conditions of this Settlement Agreement are fair, reasonable, and adequate to the Class, and that it is in the best interests of the Class to settle the claims alleged in the First Amended Complaint and the Action pursuant to the terms and provisions of this Settlement Agreement.

F. The Parties agree that the Gross Settlement Amount is the maximum amount Defendants may pay as a result of this Settlement, except as set forth below regarding payment of employer-side payroll taxes related to the Wage Portions (as defined in Section 7.1). The Parties expressly negotiated the value of the Gross Settlement Amount to include and cover payment of the Class Representative Enhancement Payment, the Settlement Administration Costs to the Settlement Administrator, the Class Counsel Award, the PAGA Penalty Amount (including the LWDA Payment and payments to PAGA Group members), and all payments to Settlement Class Members (all capitalized terms defined below). In no event will Defendants, or any of them, be required to pay more than the Gross Settlement Amount, except that Zum SF, Inc. will separately pay any applicable employer-side payroll taxes related to the Wage Portions (as defined in Section 7.1) of the Individual Settlement Amounts.

G. This Agreement is made and entered into by and between Plaintiff, individually and on behalf of all others alleged to be similarly situated, on the one hand, and Defendants, on the other hand, and is subject to the terms and conditions herein and the Court's approval. The Parties expressly acknowledge entering into this Agreement solely for the purpose of compromising the significantly disputed complex claims in the Action, and that nothing herein constitutes an admission of liability or wrongdoing by Defendants. The Agreement's provisions, and all related drafts, communications, and discussions, cannot be construed as or deemed to be evidence of an admission or concession of any point of fact or law by any person or entity and cannot be offered or received into evidence or requested in discovery in this Action or any other action or proceeding as evidence of an admission or concession. If for any reason the Agreement is not approved by the Court, it will be of no force or effect.

AMENDED AGREEMENT

1. DEFINITIONS

The following defines terms that are not defined above. Some definitions use terms that are defined later in this Section:

1.1 "Class" refers to the following group of individuals: "All individuals employed by Zum SF, Inc. as drivers in the State of California at any time between March 29, 2018, and the date of preliminary approval." "Class Member(s)" refers to a member(s) of the Class.

1.2 "Settlement Administrator" means Phoenix Settlement Administrators, the third-party class action settlement administrator mutually agreed-to by the Parties for the purpose of administering this Settlement. The Parties and their counsel represent that they do not have any financial interest in the Settlement Administrator, or otherwise have any relationship with the Settlement Administrator that could create a conflict of interest.

1.3 "Settlement Administration Costs" means the total amount payable to the Settlement Administrator for all work performed to administer this Settlement, including, but not limited to: the cost of providing notice of the proposed settlement to the Class, the cost of administering the Settlement and any settlement fund created under this Agreement. The Settlement Administration, Costs are not to exceed $18,975.00 and will be payable from, and not in addition to, the Gross Settlement Amount.

1.4 "Class Counsel" means Leah L. Jones and Joshua Buck of Thierman Buck LLP and David Cohen and James Zouras of Stephan Zouras, LLC.

1.5 "Class Counsel Award" means the amount that may be awarded by the Court pursuant to this Agreement to Class Counsel for reasonable attorneys' fees and cost reimbursements in connection with work performed in the litigation and resolution of this Action, including, but not limited to, costs associated with documenting the Agreement, securing the Court's approval of the Agreement, and administering the Agreement. The Class Counsel Award will be paid from, and not in addition to, the Gross Settlement Amount.

1.6 "Class List" means a list of the Class Members in Microsoft Office Excel format that Defendant will provide to the Administrator as provided by this Agreement. The Class List will include each Class Member's: full name; current or last known mailing address, current or last known telephone number, current or last known e-mail address (if available); Social Security number; and estimated number of weeks worked for Zum SF, Inc. during the Class Period (i.e., March 29, 2018 to the date of preliminary settlement approval). The Settlement Administrator will treat the Class List as confidential, and not use the Class List for any purpose other than as set forth herein. The Settlement Administrator will not disclose the Class List to Class Counsel or any other person or entity.

1.7 "Class Period" means the period from March 29, 2018 through the date the Court grants preliminary approval of the Settlement.

1.8 "Class Representative Enhancement Payment" means the amount the Court awards pursuant to this Agreement to Plaintiff in recognition of her role in the Action. The Class Representative Enhancement Payment will be reported on an IRS Form 1099.

1.9 "Class Settlement" means the settlement and resolution of the Released Claims, except the PAGA Release.

1.10 "Complaint" means both the Complaint filed by Plaintiff on March 29, 2022, and the First Amended Complaint to be filed by Plaintiff pursuant to Section 3.1 of this Agreement (which is substantially similar to **Exhibit A** attached hereto).

1.11 "Defendants' Counsel" means Michelle Doolin, Summer Wynn, and Andrea Zachrich of Cooley LLP.

1.12 "Effective Date" means either: (a) sixty-one (61) calendar days after the entry of the Court's Order granting final approval of the Settlement if no timely motions for reconsideration, no appeals, or no other efforts to obtain review are filed; or (b) if an appeal, motion for reconsideration, or other effort to obtain review is filed, sixty-one (61) calendar days after such filing is finally concluded in favor of the Order granting final approval of the Settlement and the Order granting final approval of the Settlement is no longer subject to review, whether by appeal, petitions for rehearing, petitions for rehearing *en banc*, or petitions for *certiorari*.

1.13 "Fairness Hearing" means the hearing at which the Court decides whether to enter the Final Approval Order and Judgment.

1.14 "Final Approval Order and Judgment" means an order finally approving the Settlement as fair, reasonable, and adequate and conditionally certifying the Class for settlement purposes only (which is substantially similar to **Exhibit D** attached hereto).

1.15 "Gross Settlement Amount" means a non-reversionary common fund in the amount of two million, five hundred thousand dollars and no cents ($2,500,000.00), which includes the Class Representative Enhancement Payment, the Settlement Administration Costs to the Settlement Administrator, the Class Counsel Award, the PAGA Penalty Amount (consisting of the LWDA Payment and payments to PAGA Group members), and all payments to Settlement Class Members. In no event will any Defendants, or any of them, be required to pay more than the Gross Settlement Amount, except that Zum SF, Inc. will separately pay any applicable employer-side payroll taxes related to the Wage Portions (as defined in Section 7.1) of the Individual Settlement Amounts.

1.16 "Individual Settlement Amount(s)" means the amount(s) paid in settlement hereunder to each Settlement Class Member as determined pursuant to the terms set forth in Section 7.1.

1.17 "LWDA" means the California Labor and Workforce Development Agency.

1.18 "LWDA Payment" means seventy-five percent (75%) of the PAGA Penalty Amount, or one hundred and eighty-seven thousand, five hundred dollars and no cents ($187,500.00), to be paid to the LWDA.

1.19 "Net Settlement Fund" means the Gross Settlement Amount less the Class Counsel Award to Class Counsel, all Settlement Administration Costs, the Class Representative Enhancement Payment, the LWDA Payment, and the PAGA Group Amount. If and to the extent the Court does not approve the full requested amounts for the Class Counsel Award, the Class Representative Enhancement Payment, or Settlement Administration Costs, any such unapproved amount will be shifted into the Net Settlement Fund. The Administrator will pay the Settlement Class Members' Individual Settlement Amounts out of the Net Settlement Fund.

1.20 "Notice" or "Class Notice" means the Notice of proposed Settlement terms the Parties will submit to the Court for approval (which is substantially similar to **Exhibit C** attached hereto.) Once approved, the Settlement Administrator will provide the Notice to the Class Members by mail and/or e-mail pursuant to the terms of this Agreement. The Notice will provide the Class Members with information about the Action, including: (a) information regarding the nature of the Action; (b) a summary of the terms of the Agreement; (c) the definition of the Class; (d) the formula for calculating the Net Settlement Fund (including the amounts sought for the Class Counsel Award, Class Representative Enhancement Payment, Settlement Administration Costs and the LWDA Payment) and the Individual Settlement Amounts; (e) the individual Class Member's estimated number of weeks worked for Zum SF, Inc. during the Class Period and Gross Allocated Amount (as defined in Section 7.1); (f) the dates which comprise the Class Period; (g) instructions on how to submit a Workweek Dispute, Request for Exclusion, or Objection; (h) the deadlines by which Workweek Disputes, Requests for Exclusion, or Objections to the Agreement must be submitted to the Settlement Administrator; and (i) deadlines relating to the Settlement Administrator's resolution of Workweek Disputes.

1.21 "Objection" means any Class Member's timely and valid written objection to the Settlement. For an Objection to be valid, it must: (a) state the case name and number of the Action; (b) contain the Class Member's name, current mailing address, current telephone number, and last four digits of their Social Security number; (c) state the basis for their objection; (d) be signed by the Class Member; (e) be submitted to the Settlement Administrator at the address specified in the Class Notice; and (f) be timely submitted with proof of the submission date (such as a U.S. Postal Service postmark or another delivery service date stamp) on or before the Response Deadline. Objecting Class Members may file a notice of intention to appear with the Court, but may also appear at the Fairness Hearing to object to the Settlement without having filed an Objection.

1.22 "PAGA Group" means all Class Members and thus refers to: "All individuals employed by Zum SF, Inc. as drivers in the State of California at any time between March 29, 2018 and the date of preliminary approval."

1.23 "PAGA Group Amount" means twenty-five percent (25%) of the PAGA Penalty

Amount, or sixty-two thousand, five hundred dollars and no cents ($62,500.00), to be distributed and paid to the PAGA Group by the Settlement Administrator pursuant to Sections 7.2 and 7.3.

1.24 "PAGA Penalty Amount" means two hundred and fifty thousand dollars and no cents ($250,000.00) to be paid to settle any and all claims for which penalties under PAGA may be sought or are otherwise available, as set forth in Section 2.5 of this Agreement.

1.25 "Preliminary Approval Order" means the Court order granting preliminary approval of the Settlement Agreement (which is substantially similar to **Exhibit B** attached hereto**)**.

1.26 "QSF" means the "Qualified Settlement Fund," an interest-bearing account designated and controlled by the Settlement Administrator as described in Section 2.1.

1.27 "Released Claims" means all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint, First Amended Complaint, and/or PAGA letter(s) sent by Plaintiff to the LWDA: (a) any and all claims involving any alleged failure by Defendants, or any one of them, to (i) pay wages owed (including overtime wages and any failure to accurately include wages in or calculate overtime wages, minimum wages, statutory sick pay, vacation, bonuses, commissions or other incentive pay), (ii) timely pay wages during employment, or at the time of or following termination, (iii) provide meal periods or pay meal period premiums in lieu thereof, (iv) permit and/or provide rest periods or pay rest period premium payments in lieu thereof, (v) accurately record or pay sick leave, (vi) provide accurate wage statements, (vii) reimburse business expenses, (viii) keep accurate records, and/or (ix) comply with all similar and related obligations under the California Labor Code, the California Industrial Welfare Commission Wage Orders, and/or federal law; and (b) any and all claims alleging violations of (i) the California Business and Professions Codes § 17200 *et seq*., (ii) the California Invasion of Privacy Act, (iii) the common law tort of intrusion, and/or (iv) the California constitution, and any other claims that reasonably could have been alleged based on the facts stated in the Complaint, First Amended Complaint, and/or PAGA letter(s) Plaintiff sent to the LWDA, including any and all claims for wages, expenses, penalties, interest, attorneys' fees, declaratory or injunctive relief, restitution, and/or claims under federal law.

1.28 "Released Parties" means Defendants and each of their respective current or former directors, officers, members, administrators, agents, insurers, re-insurers, beneficiaries, trustees, employee benefit plans, representatives, servants, employees, attorneys, parents, subsidiaries, affiliates, divisions, branches, units, shareholders, investors, contractors, successors, joint venturers, predecessors, related entities, and assigns, and all other individuals and entities acting on their behalf.

1.29 "Releasing Parties" means Plaintiff and all Settlement Class Members, and each of their successors, assigns, legatees, heirs, and personal representatives.

1.30 "Request for Exclusion" means a timely and valid written request submitted by a Class Member seeking exclusion from the Class Settlement. For a Request for Exclusion to be valid, it must: (a) state the case name and number of the Action, (b) set forth the name, address, and telephone number of the Class Member requesting exclusion; (c) be signed by the Class Member; (d) be addressed to the Settlement Administrator; and (e) be submitted with proof of the submission date (such as a U.S. Postal Service postmark or another delivery service date stamp) on or before the Response Deadline.

1.31 "Response Deadline" means the deadline by which Class Members must submit to the Settlement Administrator valid Workweek Disputes, Requests for Exclusion, or written Objections. Workweek Disputes, Requests for Exclusion, and written Objections must be submitted with proof of the submission date (such as a U.S. Postal Service postmark, email time stamp, or another delivery service date stamp) on or before the Response Deadline. The Response Deadline will be sixty (60) calendar days from the initial mailing of the Class Notice to Class Members pursuant to Section 4. In the event of a re-mailed Class Notice, the Response Deadline will be extended an additional fifteen (15) calendar days for that individual Class Member.

1.32 "Settlement Class Member(s)" means a Class Member who, following the Response Deadline, has not opted out of the Class Settlement by submitting a valid and timely Request for Exclusion.

1.33 "Workweek Dispute" means a Class Member's presentation of evidence challenging the number of Workweeks credited to them in their Class Notice, sent by mail or e-mail to the Settlement Administrator. For a Workweek Dispute to be valid, it must: (a) state the case name and number of the Action, (b) set forth the Class Member's name, address, and telephone number; (c) include any documentary evidence showing that the Workweek information is inaccurate, and (d) be submitted with proof of the submission date (such as a U.S. Postal Service postmark, email time stamp, or another delivery service date stamp) to the Settlement Administrator on or before the Response Deadline.

1.34 "Total Workweeks" is the estimated total number of weeks worked by all Settlement Class Members during the Class Period.

1.35 "Workweek" is a workweek worked by a Class Member during the Class Period.

2. SETTLEMENT RELIEF AND RELEASES

2.1 Gross Settlement Amount. Defendants will pay the Gross Settlement Amount ($2,500,000.00) into the QSF on or before the fifteenth (15th) calendar day after the entry of the Court's Order granting Final Approval of the Settlement.

(a) The Parties agree that the QSF is intended to be a "Qualified Settlement Fund" under Section 468B of the Code and Treas. Reg. § 1.468B-1, 26 CFR § 1.468B-1, *et seq*., and will be administered by the Settlement Administrator as such. Among other duties of the Settlement Administrator provided by this Settlement, the Settlement Administrator will open and administer a settlement account in such a manner as to qualify, and maintain the qualification of, the account as a "Qualified Settlement Fund" under Section 468B of the Code and Treas. Reg. §1.468B-1 and satisfy all federal, state, and local income and other tax reporting, return, and filing requirements with respect to the QSF. The Parties and the Settlement Administrator will treat the account as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 CFR § 1.468B-1(j)(2)(i), and such election statement will be attached to the appropriate returns as required by 26 CFR § 1.468B-1(j)(2)(ii). The Parties agree to cooperate with the Settlement Administrator and one another to the extent reasonably necessary to carry out the provisions of this Section.

(b) The Gross Settlement Amount will be used to pay all amounts contemplated or required by this Agreement, including the Class Representative Enhancement Payment to Plaintiff, the Settlement Administration Costs to the Settlement Administrator, the Class Counsel

Award to Class Counsel, the PAGA Penalty Amount, and as described in Section 7.1, to cover all payments to Settlement Class Members.

(c) Based on the information provided by Defendants, the Settlement Administrator will calculate the amounts to be paid to Settlement Class Members in accordance with the terms and provisions of this Agreement and in accordance with applicable state and federal law (including tax regulations).

(d) While the Settlement Administrator may engage in preparations to distribute the Class Members' payments during the period before the Effective Date, it will hold and not distribute any payments until after the Effective Date and only according to the terms and deadlines specified in this Agreement. Any interest earned on these deposited funds will be added to the Net Settlement Fund and used to proportionately increase the value of the Class Members' settlement payments. If the Effective Date does not occur for any reason, then any and all deposited funds and any and all interest earned thereon will be returned to Defendants *via* electronic funds transfer within fifteen (15) calendar days of any request to the Settlement Administrator.

(e) No person or entity will have any claim against Defendants, Defendants' Counsel, any of the Released Parties, Plaintiff, Class Members, Class Counsel or any Settlement Administrator based on distributions and payments made in accordance with this Agreement.

2.2 Class Counsel Award. Plaintiff and Class Counsel will not seek an attorneys' fee award of more than thirty-five percent (35%) of the Gross Settlement Amount (i.e., $875,000.00). The Court will ultimately determine the amount of any Class Counsel Award. Plaintiff and Class Counsel agree that Defendants will not be obligated to pay any fee award in excess of thirty-five percent (35%) of the Gross Settlement Amount. Plaintiff and Class Counsel may seek a reimbursement of their actual out-of-pocket litigation costs in this Action. The Court will ultimately determine the cost reimbursement paid to Class Counsel. Class Counsel will file papers supporting their request for attorneys' fees and cost reimbursement with the Court at least sixteen (16) court days prior to the Fairness Hearing. Contingent upon sending the Settlement Administrator a completed IRS Form W-9, the Settlement Administrator will pay Class Counsel any Court approved fee and cost payments from the QSF within three (3) business days after the Effective

Date. In no circumstance will Class Counsel's payment be made prior to payments to the Class Members. Defendants reserve all rights with respect to the request for payment of attorneys' fees and the request for reimbursement of litigation costs.

2.3 Class Representative Enhancement Payment. Plaintiff and Class Counsel will not petition the Court for a Class Representative Enhancement Payment of more than twenty thousand dollars and no cents ($20,000.00). The Court will ultimately determine any Enhancement Payment paid to Plaintiff. Plaintiff will file papers supporting the request for a Class Representative Enhancement Payment with the Court at least sixteen (16) court days prior to the Fairness Hearing. Contingent upon sending the Settlement Administrator a completed IRS Form W-9, the Settlement Administrator will pay Plaintiff any Court approved Class Representative Enhancement Payment from the QSF within three (3) business days after the Effective Date. In no circumstance will Plaintiff's Class Representative Enhancement Payment be made prior to payments to the Class Members. Plaintiff acknowledges that she has obtained no tax advice from Defendants or Defendants' Counsel, and that Defendants and Defendants' Counsel have not made any representation concerning the tax consequences, if any, of the Class Representative Enhancement Payment. Plaintiff agrees that she is solely responsible for the tax consequences of the Class Representative Enhancement Payment. Defendants reserve all rights with respect to the request for the Class Representative Enhancement Payment.

2.4 Reduction in Class Representative Enhancement Payment or Class Counsel Award. In the event the Court (or any appellate court) awards less than the amount requested for the Class Counsel Award or the Class Representative Enhancement Payment, only the awarded amounts will be paid and will constitute satisfaction of those obligations and full payment thereunder, and any un-awarded portion or reduction in the requested amounts will be allocated to the Net Settlement Fund pursuant to the terms of Section 7. To the extent the Court does not approve any or all of the amount of the Class Counsel Award and/or the Class Representative Enhancement Payment, the Settlement will remain binding, and this will not be a justification for Plaintiff to withdraw from the Settlement. Plaintiff will not have the right to revoke the Settlement Agreement if the Court reduces or does not approve the requested Class Counsel Award or the Class Representative

Enhancement Payment, although Plaintiff will retain the right to appeal any reduction of the Class Counsel Award or the Class Representative Enhancement Payment. Any reduction of the amount of the Class Counsel Award and/or the Class Representative Enhancement Payment by the Court or by an appellate court will not affect any other rights or obligations under this Agreement.

2.5 Payment And Allocation Of The PAGA Penalty Amount. Two hundred and fifty thousand dollars and no cents ($250,000.00) (the "PAGA Penalty Amount"), representing ten percent (10%) of the Gross Settlement Amount, will be paid from the Gross Settlement Amount for the settlement, release and discharge of any and all claims for which penalties under PAGA may be sought or could otherwise be available to Plaintiff and or any member of the PAGA Group as stated in Section 2.8. Pursuant to the express requirements of California Labor Code § 2699(i), the PAGA Penalty Amount will be allocated as follows: (i) one hundred and eighty-seven thousand, five hundred dollars and no cents ($187,500.00) (75%) to be paid to the LWDA (the "LWDA Payment"); and (ii) sixty-two thousand, five hundred dollars and no cents ($62,500.00) (25%) (the "PAGA Group Amount") for distribution to the PAGA Group. The Settlement Administrator will pay the LWDA Payment and the PAGA Group Amount out of the QSF within three (3) business days after the Effective Date.

2.6 Release of Claims by Plaintiff. Upon entry of the final order and judgment following the Fairness Hearing, Plaintiff and each of her successors, assigns, legatees, heirs, and personal representatives waive, release, forever discharge, and will not pursue any manner of action, cause of action, claim, demand, right, suit, obligation, debt, contract, agreement, promise, liability, or remedy of any nature whatsoever (including without limitation any damages, charges, penalties, losses, costs, expenses, and attorneys' fees), whether in law or in equity, under contract, tort or any other subject area, or under any statute, rule, regulation, order, or law, whether federal, state, or local, on any grounds whatsoever, arising out of or relating to any acts, facts, omissions or obligations, whether known or unknown, whether foreseen or unforeseen, fixed or contingent, against Defendants or any of the Released Parties. However, this release will not apply to claims for workers' compensation benefits, unemployment insurance benefits, pension or retirement benefits, or any other claim or right that cannot be waived or released as a matter of law. In addition, Plaintiff, and each of Plaintiff's successors, assigns, legatees, heirs, and personal representatives, expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, and any other similar provision under federal or state law, which provides:

> **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

Plaintiff agrees that this waiver is an essential and material term of this release and the settlement that underlies it and that without such waiver the settlement would not have been accepted.

2.7 Release of Claims by Class Members. Upon the Effective Date, all Releasing Parties will waive and forfeit, and be deemed to have fully, finally, and forever released and discharged all Released Claims arising during the Class Period against all Released Parties.

2.8 PAGA Release. Upon entry of the final order and judgment following the fairness hearing, Plaintiff and all PAGA Group Members will on behalf of themselves and on behalf of the LWDA waive, release, and forever discharge the Released Parties from any kind of claim or action for civil penalties under PAGA (the California Private Attorneys General Act, Labor Code § 2698, *et seq.*) during the period from March 29, 2018 to the date the Court grants preliminary approval of the settlement, whichever date is earlier, based on or arising out of the factual allegations of the Complaint, First Amended Complaint and the letter(s) sent by Plaintiff to the LWDA including, but not limited to, any and all claims under California Labor Code §§ 201, 202, 203, 204, 210, 223, 226, 226.7, 227.3, 246, 247.5, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1198, 2698, 2699, 2699.3, 2699.5, and 2802.

3. PRELIMINARY APPROVAL PROCESS

3.1 Amended Complaint. On September 10, 2024, Plaintiff submitted a second amended PAGA letter and draft First Amended Complaint to the LWDA. On or within five (5) court days after the execution of this Agreement, the Parties agree that Plaintiff will file a First Amended Complaint in the Action on behalf of herself and the Class and PAGA Group, for purposes of this Settlement only (which is substantially similar to **Exhibit A** attached hereto). The Parties agree that the First Amended Complaint shall be withdrawn by Plaintiff if the Court does not grant final approval of this Agreement, or if Defendants terminate this Agreement pursuant to Sections 4.6 and 6.1, within five (5) court days of an order denying final approval or notice of termination.

3.2 Preliminary Approval Motion. Within thirty-five (35) days after the execution of this Agreement, Plaintiff will file a preliminary approval motion seeking an order from the Court : (i) granting conditional certification of the Class for settlement purposes only; (ii) granting preliminary approval of this Settlement Agreement; (iii) setting a date for the Fairness Hearing; (iv) appointing Plaintiff as class representative for settlement purposes only; and (v) appointing Thierman Buck LLP and Stephan Zouras, LLC as Class Counsel for settlement purposes only. Defendants will not oppose Plaintiff seeking conditional certification of the Class for settlement purposes only while reserving all rights to object to certification of the class if the Settlement is not approved. Plaintiff will provide a copy of the Agreement to the LWDA, pursuant to California Labor Code § 2699(l)(2), at the same time that it is submitted to the Court.

3.3 Preliminary Approval of Notice. The Parties and their counsel agree to cooperate in the drafting of a mutually agreed-upon Class Notice (which will be substantially similar to **Exhibit C** attached hereto). In conjunction with the motion for entry of the Preliminary Approval Order, Plaintiff will submit the mutually agreed-upon, proposed Class Notice to the Court for approval along with the preliminary approval motion. The Preliminary Approval Order will provide for the Settlement Administrator to send the Class Notice to all Class Members.

3.4 Preliminary Approval Briefing. The Parties and their counsel agree to cooperate in the drafting of a mutually agreed-upon Preliminary Approval Motion. Class Counsel will draft a proposed motion and provide Defendants with a copy at least ten (10) calendar days prior to filing so Defendants may provide any comments or suggested revisions and the Parties can confer on, and mutually agree to its final language. Defendants may, but are not required, to file a separate brief in relation to the Preliminary Approval hearing.

4. NOTICE TO THE CLASS, OBJECTIONS, AND REQUESTS FOR EXCLUSION

4.1 Delivery of the Class List. Within seven (7) business days of the Preliminary Approval Order, Defendants will provide the Class List to the Settlement Administrator in

Microsoft Office Excel format that includes each Class Member's: full name; current or last known mailing address, current or last known telephone number, current or last known e-mail address; Social Security number; and estimated number of weeks worked for Zum SF, Inc. during the Class Period (i.e., March 29, 2018 through the date of preliminary settlement approval).

4.2 Updating Contact Information in the Class List. Promptly after receiving the Class List, 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. If the Settlement Administrator determines that a Class Member has more than one address and it cannot reasonably determine which address is the most current, the Settlement Administrator will mail the Class Notice to all such addresses.

4.3 Sending the Class Notices. Within fourteen (14) business days of receiving the Class List, the Settlement Administrator will send the approved Class Notice by First-Class U.S. Mail to all Class Members for whom Defendants have provided a U.S. Postal address and by e-mail to all Class Members for whom Defendants have provided an e-mail address. Each Class Notice will include the estimated number of Workweeks credited to each Class Member.

4.4 Re-Mailing Class Notices. Any Class Notice returned to the Settlement Administrator as un-deliverable with a forwarding address before the Response Deadline will be re-mailed to the provided forwarding address by First-Class U.S. Mail within two (2) business days. If the Settlement Administrator receives any returned Class Notice without a forwarding address, it will perform a skip-trace or other similar search and re-mail the Class Notice to all alternate addresses by First-Class U.S. Mail within two (2) business days of completing the skip-trace.

4.5 Workweek Dispute Procedure. To dispute the number of Workweeks with which they have been credited, a Class Member must timely submit a Workweek Dispute to the Settlement Administrator by the Response Deadline. The Workweek Dispute may be submitted by U.S. Mail or e-mail. The submission date is deemed to be the date the Workweek Dispute is sent, as evidenced by the postmark or other delivery service date stamp. Class Members who timely submit Workweek Disputes may produce evidence to the Settlement Administrator showing that the Workweek information is inaccurate. The Settlement Administrator will decide the dispute. Defendants' records will be presumed correct, but the Settlement Administrator will evaluate the evidence submitted by the Class Member and will make the final decision as to the merits of the dispute. The Settlement Administrator may ask Defendants to produce additional information regarding the Class Member disputing their credited Workweeks for the purpose of resolving the dispute. Defendants will provide such information in its possession within seven (7) business days of the Settlement Administrator's request and the Settlement Administrator will respond to the Class Member's Workweek Dispute within three (3) business days after receiving information regarding the Workweek Dispute from Defendants. It is understood and agreed that any decision by the Settlement Administrator will not operate to increase the Gross Settlement Amount, nor the amounts Defendants are required to pay.

4.6 Request for Exclusion Procedures. Any Class Member wishing to opt out of the Class Settlement must, on or before the Response Deadline, submit a written and signed Request for Exclusion to the Settlement Administrator by U.S. Mail or e-mail (at the address set forth in the Class Notice) containing all the information required by Section 1.30 of this Agreement. The date the Request for Exclusion is sent, as evidenced by the postmark or other delivery service date stamp, will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. Class Members who submit a timely and valid Request for Exclusion will not be bound by the Class Settlement and will have no standing to object to the Settlement; however, they will be bound by the PAGA Release. As described in Sections 7.2 and 7.3, all Class Members will be entitled to a pro rata share of the PAGA Group Amount regardless of whether they opt out under this Section 4.6. If more than thirty-five (35) Class Members timely and validly opt out of the Settlement, Defendants may elect to terminate the Agreement. If Defendants terminate the Agreement under this provision, Defendants will bear any of the already incurred costs of the provision of notice and third-party settlement administration. In such event, this Agreement will be null and void and have no force or effect.

4.7 Objection Procedures. To make a written objection to the Class Settlement or the Agreement, a Settlement Class Member must, on or before the Response Deadline, submit a valid, signed Objection to the Settlement Administrator by U.S. Mail or e-mail (at the address set forth in the Class Notice) containing all the information required by Section 1.21 of this Agreement. The date the Objection is sent, as evidenced by the postmark or other delivery service date stamp, will be the exclusive means to determine whether an Objection has been timely submitted. Objecting Class Members may appear at the Fairness Hearing without having submitted an Objection or filing a notice of intention to appear, although the Class Member may voluntarily choose to do so. Class Members who fail to object in the manner specified in this Agreement will be deemed to have waived all objections to the Agreement and will be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

4.8 Website. The Settlement Administrator will maintain a website to receive communications from Class Members and provide the Class Members with access to the operative Complaint, the Settlement Agreement, the Class Notice, and other pleadings in the Action.

4.9 Settlement Administration Reports. The Settlement Administrator will provide Defendants' Counsel and Class Counsel a weekly report that certifies the number of Class Members who have submitted (i) Workweek Disputes, (ii) Requests for Exclusion, and (iii) Objections. Additionally, within five (5) calendar days of the Response Deadline, the Settlement Administrator will provide to Defendants' Counsel and Class Counsel a report containing the above-mentioned information ("Final Response Report"). The Settlement Administrator will also provide to counsel for both Parties any updated reports regarding the administration of the Agreement as needed or requested by either Party individually, or by the Parties jointly, subject to the terms of this Agreement.

4.10 No Solicitation of Settlement Objections or Exclusions. The Parties agree that at no time shall any of the Parties or their counsel seek to solicit, persuade, or otherwise encourage Class Members to submit Objections or Requests for Exclusion, or to appeal from the Court's Final Approval Order and Judgment.

4.11 Certification of Completion. The Settlement Administrator will provide a written declaration under oath certifying the completion of its notice-related tasks no later than twenty-one (21) calendar days after the Response Deadline.

5. FAIRNESS HEARING; JUDGMENT

5.1 Fairness Hearing and Entry of the Final Approval Order and Judgment. Upon expiration of the deadlines to submit Shift Disputes, Requests for Exclusion, or Objections to the Agreement as described above, the Court will schedule a Fairness Hearing to determine whether to enter a Final Approval Order and Judgment, providing for, among other things, payment of Individual Settlement Amounts to Settlement Class Members and the amounts properly payable for (i) the Class Counsel Award; (ii) the Class Representative Enhancement Payment; (iii) the PAGA Penalty Amount; and (iv) all Settlement Administration Costs. Plaintiff will request that the Fairness Hearing be held between approximately ninety (90) and one hundred and twenty (120) calendar days after entry of the Preliminary Approval Order, subject to the Court's availability. The Parties and their counsel agree to cooperate in the drafting and filing of mutually agreed-upon final approval papers. Class Counsel will draft the motion for final approval of the Settlement and provide Defendants with a copy of the draft final approval papers at least ten (10) calendar days prior to filing so that Defendants may provide any comments or revisions to the drafts and the Parties mutually agree on its final language. Defendants will be permitted, but are not required, to file their own briefs in relation to the Final Approval hearing.

5.2 Judgment and Continued Jurisdiction. Pursuant to California Rules of Court, Rule 3.769(h), upon final approval of this Agreement by the Court, the Parties will present the judgment to the Court for its approval. After entry of the judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Agreement; (ii) Agreement administration matters; and (iii) such post- judgment matters as may be appropriate under court rules or applicable law, or as set forth in this Agreement.

5.3 Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt-out of the Class Settlement by submitting a timely and valid Request for Exclusion will be bound by all terms of the Agreement, including those pertaining to the Released Claims, as well as any order that may be entered by the Court if it grants final approval of this Agreement. All Class Members (including each member of the PAGA Group) will be bound by the PAGA Release under the Final Approval Order and Judgment, including any Class

Members who have submitted a timely and valid Request for Exclusion. *See Arias v. Superior Court*, 46 Cal. 4th 969 (2009).

6. NULLIFICATION OR MODIFICATION OF AGREEMENT

6.1 Defendants' Right to Revoke. Defendants may terminate and withdraw from this Agreement at any time prior to the date the Court's approval of the Agreement becomes "final" (i.e., not subject to appeal or reconsideration) if: (a) the Court construes the Settlement Agreement to make Defendants pay more than the Gross Settlement Amount, plus any applicable employer-side payroll taxes; (b) the Court makes an order inconsistent with any of the terms of this Agreement including, but not limited to, certifying for settlement purposes a class or representative action that is different from the Class defined in this Agreement, or any modification relating to the release of all claims (except for an order reducing the Class Counsel Award or the Class Representative Enhancement Payment); (c) following the signing of this Agreement, any court certifies, whether on a conditional basis or not, a class, collective, or representative action involving a claim covered by this Agreement; (d) any government department or agency raises objections to the terms in the Settlement or otherwise indicates that it intends to pursue remedies beyond those contemplated by the Settlement; or (e) more than thirty-five (35) Class Members timely and validly opt out of the Class. If Defendants terminate and withdraw under this provision, Defendants will pay all of the Settlement Administrator's then-current costs and fees. In the event that the basis for withdrawal is a Court order as described under (a) and (b) above, Defendants must provide written notice to Plaintiff of their intent to terminate and withdraw within ten (10) calendar days of the relevant order. Failure to provide timely notice will waive the right to revoke under (a) or (b), above.

6.2 Action Status if Settlement Not Approved. This Agreement is being entered into for Settlement purposes only. If: (a) Defendants invoke their rights under Sections 4.6 or 6.1 of this Agreement; (b) the Court conditions its approval of either the Preliminary Approval Order or the Final Approval Order and Judgment on any modifications of this Agreement that are not acceptable to all Parties (including, but not limited to, any modification of the Class or the claims and penalties being released) except for any reduction of the Class Counsel Award or the Class Representative

Enhancement Payment; (c) the Court does not approve the Settlement Agreement or enter the Final Approval Order and Judgment; or (d) the Court's approval of this Agreement does not become "final" for any reason, then this Agreement will be deemed null and void *ab initio*. If any of these conditions are met, then: (i) the Preliminary Approval Order, and/or Final Approval Order and Judgment, and all of its or their provisions, will be vacated by its or their own terms, including, but not limited to, vacating conditional certification of the Class, conditional appointment of Plaintiff as a class representative, and conditional appointment of Class Counsel; (ii) the Action will revert to the status that existed before the execution date of the Memorandum of Understanding; (iii) no term or draft of the Memorandum of Understanding or this Agreement contemplated by it, or any part of the Parties' settlement discussions, negotiations or documentation will have any effect or be admissible into evidence for any purpose in the Action or any other proceeding; and (iv) Plaintiff agrees to formally withdraw the First Amended Complaint. If the Court does not approve this Agreement or enter the Final Approval Order and Judgment for any reason, or if the Court's approval of this Agreement does not become "final" for any reason, the Parties will each retain all of their arguments, claims, defenses, and rights, and nothing in the Memorandum of Understanding or this Agreement or other papers or proceedings related to or contemplated by them may be used by any Party for any purpose in this Action. Specifically, this means that Defendants retain all rights to object to the maintenance of the Action as a class and/or representative action, and nothing in the Memorandum of Understanding or this Agreement or other papers or proceedings related to or contemplated by them shall be used as evidence or argument by any Party concerning whether the Action may properly be maintained as a class and/or representative action.

7. DISTRIBUTION

7.1 Individual Settlement Amounts Calculations. The Individual Settlement Amount is based upon the approximate number of Workweeks each Settlement Class Member worked as a Class Member during the Class Period. Individual Settlement Amounts will be calculated and apportioned by the Settlement Administrator as follows:

(a) Defendant will provide the Settlement Administrator with the estimated number of Workweeks each Settlement Class Member worked during the Class Period.

(b) The Settlement Administrator will divide the Net Settlement Fund by the number of Total Workweeks to derive the "Workweek Value."

(c) For each Settlement Class Member, the Settlement Administrator will multiply the determined number of Workweeks that Class Member worked during the Class Period by the Workweek Value. The resulting figure will be the "Individual Settlement Amount" for each such Settlement Class Member.

(d) 30% of each Settlement Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Settlement Class Members' Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. 70% of each Settlement Class Member's Individual Class Payment will be allocated to settlement of claims for non-wage damages (e.g., interest and penalties) (the "Non-Wage Portion"). The Settlement Class Members' Non-Wage Portion is not subject to wage withholdings and will be reported on an IRS 1099 Form. Settlement Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. Zum SF, Inc. will separately pay any applicable employer-side payroll taxes related to the Wage Portions of the Individual Settlement Amounts.

7.2 Distribution of the PAGA Group Amount. The Settlement Administrator will divide the PAGA Group Amount by the number of Total Workweeks to derive the PAGA Workweek Value. For each PAGA Group / Class Member, the Settlement Administrator will multiply the determined number of Workweeks that Class Member worked during the Class Period by the PAGA Workweek Value. The resulting figure will be the "Individual PAGA Settlement Amount" for each Class Member.

7.3 Distribution Timing of Individual Settlement Amounts and the PAGA Group Amount. Individual Settlement Amounts and PAGA Settlement Amounts will be paid by check mailed to Settlement Class Members within three (3) business days after the Effective Date. If administratively feasible, the Settlement Administrator will combine into one check a Settlement Class Member's Individual Settlement Amount and Individual PAGA Settlement Amount.

7.4 Uncashed Settlement Checks. If any checks mailed to Settlement Class Members remain uncashed after ninety (90) days from the last mailing date, or an envelope mailed to a

Settlement Class Member is returned and no forwarding address can be located after reasonable efforts (e.g., skip tracing) then: a) if the value of the unclaimed funds is $100,000.00 or more, the Administrator will engage in a second round of calculations and mail a second round of checks to all Settlement Class Members who cashed their original checks before proceeding with any *cy pres* distribution; or b) if the value of the unclaimed funds is less than $100,000.00, the Settlement Administrator will deliver these funds as a *cy pres* donation to Legal Services of Northern California to provide legal aid and/or support other justice-related programs for Californians in accordance with California Code of Civil Procedure § 384. The Parties and their counsel represent they do not have any financial interest in the *cy pres* recipient, or otherwise have any relationship with the *cy pres* recipient that could create a conflict of interest. Any Settlement Class Member who fails to timely cash or deposit their check(s) shall remain subject to the terms of the Settlement, including without limitation all releases contained herein, and the Final Approval Order and Judgment from the Court.

7.5 Effect of Cashing or Depositing Checks. This is not an action filed under the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. ("FLSA"), and the Parties agree this is an "opt-out" action under the California Code of Civil Procedure that does not require an "opt-in" procedure to bind Class Members to the terms of the Settlement, which includes the release of Released Claims as defined in Sections 1.27 and 2.7. Nevertheless, and without prejudice to this position and without changing the nature of this Action, the Parties agree that Settlement Class Members who cash or deposit an Individual Settlement Amount check are deemed to "opt-in" to the Settlement. Each Individual Settlement Amount check to Settlement Class Members will be affixed with the following language as further notice: "By cashing or depositing this check, I confirm my consent to the Settlement, which includes releasing claims under the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. ("FLSA")."

8. MISCELLANEOUS PROVISIONS

8.1 Cooperation. The Parties will cooperate fully with one another in seeking approval of the Court of this Settlement and to use their respective best efforts to consummate the Settlement and cause the Preliminary Approval Order and Final Approval Order and Judgment to be entered and to become final. The Parties therefore agree to cooperate in good faith to promptly prepare, execute and finalize all Settlement-related documents, seek all necessary Court approvals, and do all other things necessary to consummate the Settlement. No Party to this Agreement will seek to evade his, her, or its good faith obligations to seek approval and implementation of this Settlement by virtue of any ruling, order, governmental report or other development, whether in the Action, in any other litigation or otherwise that hereafter might occur and might be deemed to alter the relative strengths of the Parties with respect to any claims or defenses or their relative bargaining power with respect to negotiating.

8.2 Further Assurances. The Parties must execute and deliver any additional papers, documents and other assurances, and must do any other acts reasonably necessary, to perform their obligations under this Settlement Agreement and to carry out its expressed intent. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of this Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will request that the Court to resolve such disagreement.

8.3 Extension of Postmark Deadlines Falling on a Sunday or Federal Holiday. If the last day for a Class Member to submit any document under this Agreement falls on a Sunday or Federal holiday, the deadline will be extended to the next day on which the U.S. Postal Service is open.

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

8.5 Confidentiality. Plaintiff and Class Counsel will keep the Settlement Agreement and related documents, and their settlement negotiations (including, but not limited to, the negotiations in the course of mediation), confidential and will not disclose that information to any third party until such time as Plaintiff files the motion seeking entry of the Preliminary Approval Order. If contacted by the media or any third party before Plaintiff files the motion seeking entry of the Preliminary Approval Order, Plaintiff and Class counsel shall decline to respond. After Plaintiff and Class Counsel file the motion for Preliminary Approval of the Settlement, they will continue to make no public comments of any kind regarding the Settlement Agreement whether to the press/media or any other third party. At no time (whether before or after Plaintiff files a Motion for Preliminary Approval or an Order is issued), shall Plaintiff and Class Counsel provide or post any public statement (whether via web postings, press releases, other media contact, or otherwise) regarding the Settlement Agreement. After Plaintiff files a Motion for Preliminary Approval, Plaintiff and/or Class Counsel are contacted by the media or any other third party regarding the Settlement Agreement, they may only advise that the Action has been amicably resolved and refer them to the public filings in the Action and nothing else. Plaintiff and Class Counsel agree that they will not disclose the terms of the Settlement Agreement on any websites or in any other materials not necessary for the facilitation of the Settlement Agreement. Class Counsel may put publicly available information about the Settlement in any description of their experience filed with a court in other cases. Class Counsel may disclose information necessary to seeking approval of the Settlement in filings with the Court in this case with advance agreement from Defendants' Counsel. Plaintiff and Class Counsel agree to maintain the confidentiality of any information exchanged between the Parties, and that they will not disclose any settlement or mediation privileged communications.

8.6 Grammar. The neuter form of a pronoun will be considered to include within its meaning the masculine and feminine forms of the pronoun, and *vice versa*.

8.7 No Conflict Intended. Any inconsistency between this Settlement Agreement and the attached Exhibits will be resolved in favor of this Settlement Agreement.

8.8 Headings and Formatting of Definitions. The various headings used in this Settlement Agreement are solely for the Parties' convenience and may not be used to interpret this Settlement Agreement. The headings and the formatting of the text in the definitions do not define, limit, extend, or describe the Parties' intent or the scope of this Settlement Agreement.

8.9 Interim Stay of Proceedings. The Parties agree to refrain from further litigation of the Action, except such proceedings necessary to implement and obtain entry of the Final Approval Order and Judgment. The Parties further agree that the mutual, voluntary cessation of litigation will terminate if the motion for entry of the Preliminary Approval Order or the Final Approval Order and Judgment are denied by the Court.

8.10 No Injunctive Relief Against Defendants. As part of this Settlement Agreement, Defendants will not be required to enter any consent decree, nor will Defendants be required to agree to any provision of injunctive relief.

8.11 Waiver of Appeal. The Parties, their respective counsel, and all Settlement Class Members who do not object to the Settlement as provided in this Settlement Agreement, agree to waive their right to appeal an order granting final approval of this Settlement Agreement or entering judgment in this Action, so long as such order is consistent with the material terms of this Agreement. This waiver does not include any waiver of the right to oppose motions, writs, or appeals.

8.12 Class List. Within six (6) months after the Effective Date and completion of the administration, or in the event the Settlement is terminated pursuant to Section 4.6 or 6.1, all originals, copies, documents, transcriptions, iterations, or drafts of the Class List or any portion thereof, including any updated Class Member contact information obtained via, e.g., the National Change of Address database, will be returned to Defendants and/or deleted by the Settlement Administrator.

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

8.14 Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest and, if after entry of the Preliminary Approval Order, also as approved by the Court.

8.15 Real Party in Interest. In executing this Settlement Agreement, the Parties warrant and represent that they, including Plaintiff in her representative capacity on behalf of the Class, PAGA Group and all others alleged to be similarly situated, are the only persons having any interest in the claims asserted in the Action. Neither these claims, nor any part of these claims, have been assigned, granted, or transferred in any way to any other persons.

8.16 Authorization to Enter Into Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Party whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement.

8.17 Voluntary Agreement. The Parties have negotiated the settlement at arms-length and in good faith, with assistance from Jill Sperber, a respected mediator, and have executed this Settlement Agreement knowingly, voluntarily, and without duress or undue influence.

8.18 Cooperation and Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. Hence, in any construction made to this Agreement, the same will not be construed against any of the Parties.

8.19 Change of Time Periods. All time periods and dates described in this Settlement Agreement are subject to the Court's approval. These time periods and dates may be changed either by the Court or by the Parties' written agreement without notice to the Class.

8.20 Binding on Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and/or assigns.

8.21 California Law Governs. All terms of this Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

8.22 Execution and Counterparts. This Agreement may be executed in counterparts which will be deemed to be part of one original, and facsimile and electronic image copies of signatures (including by PDF, DocuSign, or any electronic signature complying with the U.S. federal ESIGN Act of 2000) or other transition method will be equivalent to original signatures.

8.23 Enforceability. The Parties intend this to be a binding, enforceable and admissible settlement agreement under California Code of Civil Procedure § 664.6 and California Evidence Code § 1123(b).

8.24 Inadmissibility. This Settlement Agreement, whether approved or not approved, revoked, or made ineffective for any reason, and any proceedings related to this settlement and any discussions relating thereto, will be inadmissible as evidence of any liability or wrongdoing whatsoever and will not be offered as evidence of any liability or wrongdoing in any Court or other tribunal in any state, territory, or jurisdiction, or in any manner whatsoever. Further, neither this Settlement Agreement, nor any proceedings taken pursuant to it, will be construed, offered, or received in evidence as an admission, concession, or presumption that class certification is appropriate, except as to a conditional class certification for purposes of settlement only to the extent necessary for the consummation of this Agreement.

8.25 Agreement Constitutes a Complete Defense**.** To the extent permitted by law, this Settlement Agreement may be pled as a full and complete defense to any action, suit, or other proceedings that may be instituted, prosecuted or attempted against the Released Parties contrary to any releases contained herein, including the release of the Released Claims and the PAGA Release.

8.26 Defendants' Position/Rights. Defendants state they have acted lawfully at all times and their policies and practices have been lawful, fair and consistent with all relevant laws, rules, and regulations. Defendants deny all claims as to liability, damages, penalties, interest, fees, restitution, injunctive relief and all other forms of relief as well as the class allegations asserted in the Action. To the extent this Agreement is deemed void, Defendants do not waive, but rather expressly reserve, all rights to challenge all such claims and allegations in the Action upon all procedural and factual grounds, including without limitation the ability to challenge class, collective, and representative action treatment on any grounds, as well as asserting any and all other potential defenses or privileges. Plaintiff and her counsel agree that Defendants retain and reserve these rights and all available defenses.

8.27 No Admission of Liability. Nothing in the Memorandum of Understanding or the Settlement Agreement may be construed as an admission or concession on any point of fact or law by or against any Party.

I HAVE READ, I UNDERSTAND, AND I AGREE TO THIS AGREEMENT:

PLAINTIFF SPYNSIR TUCKER

Dated: 6/9/2025

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Spynsir Tucker

ZUM SERVICES, INC. & ZUM SF, INC.

Dated: June 9, 2025

Lynn Miller
Lynn Miller, General Counsel

DEFENDANT RITU NARAYAN

Dated: June 9, 2025

Ritu Narayan
Ritu Narayan

DEFENDANT ABHISHEK GARG

Dated: June 9, 2025

Abhishek Garg

DEFENDANT VIVEK GARG

Dated: June 9, 2025

Vivek Garg
Vivek Garg

APPROVED AS TO FORM AND CONTENT:

Dated: June 9, 2025

COOLEY LLP

By: Michelle Doolin
Michelle Doolin

Attorneys for Defendants

Dated: 6/9/2025

STEPHAN ZOURAS LLP

By: DocuSigned by:
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David Cohen

Attorneys for Plaintiff