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SERVE U BRANDS INC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

CHRISTIE COMBS, an individual, on behalf of herself, and on behalf of all persons similarly situated, Plaintiff, v. INSOMNIA COOKIES, LLC, a Delaware Corporation; SERVE U BRANDS, INC., a New York Corporation; and DOES 1 through 50, inclusive, Defendants.	Case No.: 24CV433095 **JOINT STIPULATION OF PAGA SETTLEMENT** Action Filed: March 14, 2024

JOINT STIPULATION OF PAGA SETTLEMENT

This Joint Stipulation of PAGA Settlement is entered into by and between Plaintiff CHRISTIE COMBS, individually and on behalf of the Class, and Defendants INSOMNIA COOKIES, LLC and SERVE U BRANDS INC wherein the Parties have agreed to resolve this Action on the basis of Plaintiff's alleged PAGA claims.

DEFINITIONS

1. "Agreement" or "Settlement Agreement" means this Joint Stipulation of Settlement.

2. "Action" refers to the putative class action lawsuit designated *Christie Combs v. Insomnia Cookies, LLC and Serve U Brands Inc.,* Santa Clara County Superior Court of California, Case No. 24CV433095.

3. "Aggrieved Employees" means all non-exempt employees who are or previously were employed by Defendants and performed work in California during the PAGA Period.

4. "PAGA Counsel" means Nicole Barvié of Barvié Law, APC, who will seek to be appointed as counsel for the PAGA Members.

5. "PAGA Counsel's Fees and Costs" means attorneys' fees for Class Counsel's litigation and resolution of the Action and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys' fees not to exceed one-third of the Gross Settlement Amount (i.e., $139,666,66), and the reimbursement of costs and expenses associated with the litigation and settlement of the Action, not to exceed $25,000.00 subject to the Court's approval. Defendant has agreed not to oppose Class Counsel's request for fees and reimbursement of costs and expenses in the amounts set forth above.

6. "Aggrieved Employee List" means a complete list of all PAGA Members that Defendant will diligently and in good faith compile from their records and provide to the Settlement Administrator within thirty (30) calendar days after Approval of this Settlement. The Aggrieved Employee List will be formatted in a readable Microsoft Office Excel spreadsheet and will include all PAGA Members': (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment as a non-exempt employee of Defendant in the State of California; (6) total Workweeks during the Class Period; (7) total

Workweeks during the PAGA Period; and (8) any other information required by the Settlement Administrator in order to effectuate the terms of the Settlement.

7. "Court" means the Superior Court for the State of California, County of Santa Clara.

8. "Defendants" refers collectively to Insomnia Cookies, LLC and Serve U Brands Inc.

9. "Defendants' Counsel" means Shannon Nakabayashi and Emmalee McCarthy of Jackson Lewis, P.C.

10. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters the Approval Order and Judgment; and (b) the Approval Order and Judgment is entered by the Court.

11. "Approval Order and Judgment" mean the judgment and order entered by the Court upon Approval of the Settlement Agreement.

12. "Gross Settlement Amount" means the non-reversionary sum of Four Hundred Nineteen Thousand Dollars and Zero Cents ($419,000.00) to be paid by Defendants in full satisfaction of all of Defendants' liabilities in the Action, including PAGA Counsel's Fees and Costs, PAGA Representative Enhancement Payment, Payments to PAGA Members, PAGA Payment to the LWDA and Settlement Administration Costs.

13. "Individual PAGA Payment" means a PAGA Member's pro-rata share of the portion of PAGA Penalties to be paid to PAGA Members.

14. "Net Settlement Amount" means the funds available for payments to PAGA Members, which shall be the amount remaining after the following amounts are deducted from the Gross Settlement Amount: (1) PAGA Counsel's Fees and Costs, (2) Settlement Administration Costs, (3) PAGA Representative Enhancement Payment to Plaintiff; and (4) the PAGA Payment to the LWDA.

15. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.*

16. "PAGA Representative Enhancement Payment" means the amount that the Court authorizes to be paid to Plaintiff Christie Combs, in addition to her respective Individual PAGA

Payment, in recognition of the efforts she has taken in assisting with the prosecution of the Action and in exchange for the General Release of her claims as provided herein.

17. "PAGA Members" means all current and former non-exempt employees of Defendant who were employed by Defendant in the state of California at any time during the PAGA Period.

18. "PAGA Notice" refers to the notice letter submitted to the LWDA by Plaintiff on January 22, 2024.

19. "PAGA Pay Periods" means the number of pay periods of employment during the PAGA Period that each Aggrieved Employee worked for Defendants in California.

20. "PAGA Period" means the period commencing on January 22, 2024 and ending on August 15, 2025.

21. "PAGA Release Period" means the period commencing on January 22, 2024 and ending on August 15, 2025.

22. "PAGA Settlement" shall mean Four Hundred Nineteen Thousand Dollars and Zero Cents ($419,000.00) to be allocated from the Gross Settlement, with 35% of the payment going to the Aggrieved Employees and 65% of the payment going to the Labor and Workforce Development Agency ("LWDA Payment"). The amount of the PAGA Payment is subject to Court approval pursuant to California Labor Code section 2699(l). Any reallocation of the Gross Settlement Amount to increase the PAGA Payment will not constitute grounds by either Party to void this Agreement, so long as the Gross Settlement Amount remains the same.

23. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either the Plaintiff or Defendant, individually.

24. "Plaintiff" means Plaintiff Christie Combs, who will be appointed as the PAGA representative.

25. "Released PAGA Claims" means any and all claims for the recovery for civil penalties, attorneys' fees and costs permissible under PAGA which Plaintiff and the LWDA had, or may claim to have, against Released Parties, based on the violations alleged in the operative complaint in the Action or the PAGA Notice that arise during the PAGA Period, including (1)

unlawful business practices; (2) failure to pay overtime compensation; (3) failure to pay minimum wages; (4) failure to provide required meal periods; (5) failure to provide required rest periods; (6) failure to reimburse employees for required expenses; (7) failure provide accurate itemized statements; and (8) failure to pay wages when due; and violations of Labor Code sections 201, 202, 203, 204 *et seq.*, 210, 218.5, 218.6, 218, 221, 226(a), 226(a)(8), 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1198.5, 1194, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and violation of applicable Industrial Welfare Commission Wage Order(s).

26. "Released Parties" means Defendant Insomnia Cookies, LLC and Defendant Serve U Brands Inc. and their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers, including but not limited to Krispy Kreme Doughnut Corporation.

27. "Settlement Administrator" means APEX Class Actions. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

28. "Settlement Administration Costs" mean the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, translating, printing, distributing, and tracking documents for this Settlement, calculating/confirming the class member Workweeks, calculating each PAGA Member's Individual PAGA Payment, tax reporting, distributing the Gross Settlement Amount, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement. It is currently estimated that Settlement Administration Costs shall not exceed $6,590.00

RECITALS

29. On March 14, 2024, Plaintiff filed a putative class action complaint against Defendants in the Superior Court for the State of California, County of Santa Clara entitled *Christie Combs v. Insomnia Cookies, LLC and Serve U Brands Inc.*, Case No. 24CV433095, alleging the following eight (8) causes of action: (i) Unfair Competition in Violation of California Business and Professions Code sections 17200 *et seq.*; (2) Failure to Pay Overtime Wages in Violation of California Labor Code sections 510 *et seq.*; (3) Failure to Pay Minimum Wages in Violation of California Labor Code sections 1194, 1197, & 1197.1; (4) Failure to Provide Required Meal Periods in Violation of California Labor Code sections 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in Violation of California Labor Code sections 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Reimburse Plaintiff for Required Expenses in Violation of California Labor Code section 2802; (7) Failure to Provide Accurate Itemized Statements in Violation of California Labor Code sections 226 and 226.2; and (8) Failure to Pay Wages When due in Violation of California Labor Code sections 201, 202, and 203.

30. The Parties stipulate to file a First Amended Complaint to add a cause of action for civil penalties pursuant to PAGA for underlying violations of the Labor Code as set forth in the complaints in the Actions.

31. On January 22, 2025, Plaintiff provided written notice to the California Labor & Workforce Development Agency ("LWDA") and Defendants of her intent to seek civil penalties pursuant to PAGA for Defendants' alleged violations of California Labor Code sections 201, 202, 203, 204 *et seq.*, 210, 218.5, 218.6, 218, 221, 226(a), 226(a)(8), 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1198.5, 1194, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and violation of applicable Industrial Welfare Commission Wage Order(s).

32. Defendants deny the allegations in the complaint in the Action and PAGA Notice, deny any failure to comply with the laws identified in the Action and PAGA Notice, and deny any and all liability for any of the causes of action pled and facts asserted in the Action and PAGA Notice.

33. Following the filing of the Action, the Parties met and conferred with respect to potential resolution of the Action, and agreed to engage in private mediation. Prior to mediation, PAGA Counsel diligently investigated the claims against Defendants, including any and all applicable defenses and the applicable law. This investigation included, *inter alia* the exchange of informal discovery, review of numerous corporate policies and practices, information regarding the arbitration agreement signed by approximately 95% of the putative class members, and data regarding the total pay periods during the PAGA period as well as the total putative aggrieved employees. PAGA Counsel's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1998) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal.App.4th 116, 129-130.

34. On May 20, 2025, the Parties participated in a private mediation with Brandon McKelvey, Esq, a respected mediator with extensive experience in complex wage and hour litigation. Mr. McKelvey's supervision of the mediation and negotiations was critical in managing the expectations of the Parties, and in providing a useful and neutral analysis of the case to both Parties. After a full day of negotiations, the Parties accepted a mediator's proposal to settle this matter on a PAGA basis alone given that approximately 95% of the putative class members had signed arbitration agreements. The material terms of Mr. McKelvey's mediator's proposal are now fully memorialized in this Agreement.

35. The settlement discussions during and after mediation were conducted at arms-length, and this Agreement is the result of an informed and detailed analysis of Defendants' potential liability in relation to the costs and risks associated with continued litigation.

36. Based on data produced pursuant to informal discovery, as well as PAGA Counsel's own independent investigation and evaluation, Plaintiff and Class Counsel believe that the Settlement for the consideration and terms set forth in this Agreement is fair, reasonable and adequate, and is in the best interests of the Class in light of all known facts and circumstances.

37. This Agreement is made and entered into by and between Plaintiff individually and on behalf of the PAGA Members and Defendants, and is subject to the terms and conditions hereof, and to the Court's approval. The Parties expressly acknowledge that this Agreement is entered

solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendants. If for any reason this Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

38. Settlement Consideration: Defendant shall fund the Gross Settlement Amount following Approval and Judgment by the Court and the occurrence of the Effective Date. The following will be paid out of the Gross Settlement Amount: the sum of the Individual PAGA Payments, the PAGA Representative Enhancement Payments, PAGA Counsel's Fees and Costs, the PAGA Penalties, and the Settlement Administration Costs, as specified in this Agreement. Except as a result of an increase in the number of PAGA Pay Periods as set forth in Paragraph 50 below, Defendant shall not be required to pay more than the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendant.

39. Potential Increase to the Gross Settlement Amount: The Gross Settlement Amount is based on Defendant's representation that PAGA Members worked a total of 11,776 PAGA Pay Periods during the PAGA Period ("Certified PAGA Pay Period Amount"). Should the actual number of PAGA Pay Period for PAGA Members during the PAGA Period exceed the Certified PAGA Pay Period Amount by more than ten percent (10%) (i.e., final total PAGA Pay Periods increased by more than 1,177.6 pay periods), then Defendants shall either: (i) increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of PAGA Pay Periods worked by PAGA Members during the PAGA Period above the 10% threshold (e.g., if the total number of PAGA Pay Period worked by PAGA Members increases by 11% to 13,071.36 PAGA Pay Periods, the Gross Settlement Amount shall increase by 1%); or (ii) shorten the PAGA Release Period to end on the last date before the total PAGA Pay Periods worked by PAGA

Members exceeds 10% of the Certified PAGA Pay Periods Amount (e.g., the last date there are no more than 12,953.6 Workweeks).

40. Funding of the Gross Settlement Amount: Within thirty (30) calendar days of the Effective Date of the Settlement, Defendants will deposit the Gross Settlement Amount (and all applicable employer-side payroll taxes into a Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator. Defendants shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than seven (7) calendar days of the Effective Date.

41. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days of the funding of the Gross Settlement Amount, the Settlement Administrator will issue payments for: (a) Individual PAGA Payments; (b) the PAGA Penalties to the Labor and Workforce Development Agency; (c) the PAGA Representative Enhancement Payment; (d) PAGA Counsel's Fees and Costs; and (f) Settlement Administration Costs.

42. PAGA Counsel's Fees and Costs: Defendants agree not to oppose any application or motion by PAGA Counsel for attorneys' fees of not more than one-third of the Gross Settlement Amount (i.e., $139,666.65), plus the reimbursement of costs and expenses associated with the litigation and settlement of the Action, in an amount not to exceed Twenty Thousand Dollars and Zero Cents ($20,000.00), both of which will be paid from the Gross Settlement Amount. Any portion of the requested fees or costs that are not awarded to the PAGA Counsel shall be reallocated to the Net Settlement Amount and distributed to PAGA Members as provided in this Agreement.

43. PAGA Representative Enhancement Payment: Defendants agree not to oppose or object to any application or motion by Plaintiff for her PAGA Representative Enhancement Payments in the total amount of Ten Thousand and Zero Cents ($10,000.00) to Plaintiff. The PAGA Representative Enhancement Payment is intended to recognize Plaintiff's time, effort and risk in bringing and prosecuting the Action, as well as the General Release of Plaintiff's individual claims against Defendants. Any portion of the requested PAGA Representative Enhancement Payment that is not awarded to Plaintiff shall be reallocated to the Net Settlement Amount and distributed to

PAGA Members as provided in this Agreement. Plaintiff agrees that prior to filing their Motion for Approval of Settlement, she will file an amended Complaint, and dismissing the putative class actions without prejudice.

44. Settlement Administration Costs: The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs are currently estimated not to exceed $6,590.00 The Parties acknowledge that Settlement Administration Costs may increase above the current estimate of $6,590.00 and that any such additional Settlement Administration Costs will be taken out of the Gross Settlement Amount. Any portion of the requested Settlement Administration Costs that are not awarded to the Settlement Administrator or which are not ultimately required to complete administration of the Settlement shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

45. PAGA Settlement and PAGA Penalties: The Net Settlement will allocated as civil penalties under the PAGA , with 35% of the payment going to the Aggrieved Employees and 65% of the payment going to the Labor and Workforce Development Agency ("LWDA Payment"). The Settlement Administrator shall pay sixty-five percent (65%) of the Net PAGA Settlement, or One Hundred Fifty Seven Thousand Five Hundred and Forty Nice Dollars and eighteen Cents ($157,549.18) to the California Labor and Workforce Development Agency ("LWDA"). The remaining thirty-five percent (35%) of the PAGA Settlement, or Eight Four Thousand and Eight Hundred and Thirty Four Dollars and Seventeen Cents ($84,834.17) will be distributed to PAGA Members on a *pro rata* basis based on the total number of PAGA Pay Periods worked by each PAGA Member during the PAGA Period.

46. Individual PAGA Payment Calculations: Individual PAGA Payments will be paid on a pro-rata basis based on the total PAGA Pay Periods worked by PAGA Members during the PAGA Period. Specifically, the Settlement Administrator will calculate the total PAGA Pay Periods for all PAGA Members by adding the number of PAGA Pay Periods worked by each PAGA Member during the PAGA Period. The respective PAGA Pay Periods for each PAGA Member will

be divided by the total Workweeks for all PAGA Members, resulting in the payment ratio for each PAGA Member. Each PAGA Member's payment ratio will then be multiplied by the 35% employee portion of the PAGA Penalties to calculate each PAGA Member's estimated Individual PAGA Payment.

47. Tax Allocation of Individual PAGA Payments: Individual PAGA Payments are not subject to withholdings and will be reported on an IRS Form 1099 by the Settlement Administrator.

48. Settlement Administration Process: The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement. The Settlement Administrator will provide the following services:

a) Establish and maintain a Qualified Settlement Fund.

b) Calculate the Individual PAGA Payment each PAGA Member shall receive.

c) Provide declarations and/or other information to this Court as requested by the Parties and/or the Court.

d) Provide weekly status reports to counsel for the Parties.

49. Payment Schedule for All Court Approved Settlement Payments: Within three (3) business days of the Court granting Approval of the Settlement, the Settlement Administrator will calculate all payments due, and shall provide Defendant's Counsel and PAGA Counsel with a report on all disbursements to be made under the Settlement.

50. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator to PAGA Members will be negotiable for at least one hundred and eighty (180) calendar days. The Individual PAGA Payment checks provided to PAGA Members shall prominently state the expiration date or a statement that the Settlement Check will expire in one hundred and eighty (180) calendar days, or alternatively, such a statement may be made in a letter accompanying the Individual PAGA Payment. Expired checks for Individual PAGA Payments will not be reissued, except for good cause and as mutually agreed by the Parties in writing. If a PAGA Member does not cash his or her Individual PAGA Payment check within one hundred and eighty (180) calendar days, the value of any checks uncashed more than one hundred eighty (180) days after mailing shall be paid

to the State of California Controller's Office – Unclaimed Property Fund, to be held in the name of the respective Aggrieved Employee. Following the disbursement of the Gross Settlement Amount and expiration of time period for Individual PAGA Members to cash their Individual PAGA Payment checks, the Parties shall jointly request that the Court amend the Final Approval Order and Judgment to direct Defendants to pay the sum of any unclaimed funds, plus any interest accrued thereon, to the Cy Pres Recipient, consistent with Code of Civil Procedure § 384. PAGA Counsel and Defendants' counsel shall provide the Court with a declaration under oath certifying that they do not have any connection or relationship to the Cy Pres Recipient that could reasonably create the appearance of any impropriety or potential conflict of interests of the Class.

51. Final Distribution Report and Declaration by Settlement Administrator: Within 10 calendar days after the Settlement Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide PAGA Counsel and Defendants' Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 14 calendar days before any deadline set by the Court, the Settlement Administrator will prepare, and submit to PAGA Counsel and Defendants' Counsel, a signed declaration under oath suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. PAGA Counsel is responsible for filing the Settlement Administrator's Declaration with the Court. Absent an order of the Court, the Final Report may not state the names of any person who chooses to Request Exclusion.

52. Tax Liability: Defendants make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and PAGA Members are not relying on any statement, representation, or calculation by Defendants or by the Settlement Administrator in this regard. Plaintiff and PAGA Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein.

53. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is

or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

54. No Prior Assignments: The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

55. Release of PAGA Claims by Plaintiff and the LWDA: Upon the complete funding of the Gross Settlement Amount, Plaintiff, the LWDA, and State of California shall fully release and discharge the Released Parties from any and all Released PAGA Claims for the PAGA Period.

56. Release of Additional Claims & Rights by Plaintiff: Upon the funding of the Gross Settlement Amount, Plaintiff agrees—on behalf of herself only—to the additional following General Release in exchange for her PAGA Representative Payments: In consideration of Defendants' promises and agrees as set forth herein, Plaintiff hereby fully releases the Released Parties from any and all Released PAGA Claims, and also generally releases and discharges the Released Parties from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against the Released Parties arising out of or relating to their employment by Defendants or termination thereof, including but not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination,

harassment or wrongful termination of employment. This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the Settlement Agreement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiff waives all rights and benefits afforded by California Civil Code Section 1542, 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.

Notwithstanding the foregoing, this release specifically excludes any claims Plaintiff has or may have that are not waivable by law, including claims for unemployment insurance, disability, social security, workers compensation, and the right to receive benefits under any retirement plan.

57. Settlement Approval Hearing and Entry of Judgment: An Approval Hearing will be conducted to determine the Approval of the Settlement Agreement along with the amounts properly payable for: (a) PAGA Settlement; (c) PAGA Counsel's Fees and Costs; (d) the PAGA Representative Enhancement Payment; and (e) the Settlement Administration Costs. PAGA Counsel will be responsible for drafting all documents necessary to obtain Approval. PAGA Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing and shall submit to the Court a Proposed Approval Order as follows:

a. Approving the Agreement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
b. Approving PAGA Counsel's application for an award of attorneys' fees and costs;
c. Approving the PAGA Representative Enhancement Payment to Plaintiff;
d. Setting a date when the parties shall report to the Court the total amount that was actually paid to the PAGA Members; and
e. Entering Approval Order and Judgment in this Action consistent with this Agreement.

Defendants agree that it will not oppose Plaintiff's Motion for Approval and Attorneys' Fees and Costs provided the terms of this Agreement are otherwise fulfilled.

58. Judgment and Continued Jurisdiction: After entry of the Approval Order and Judgment, the Court will have continuing jurisdiction pursuant to Code of Civil Procedure section 664.6 for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement.

59. Nullification of Settlement Agreement: The Parties, PAGA Counsel and Defendants' Counsel pledge their good faith and fair dealing in supporting the approval of the Settlement by the Court. In the event that: (a) the Court does not grant approval of the Settlement as provided herein; (b) the Court strikes or does not approve any material term of this Settlement Agreement; or (c) the Settlement does not become final as written and agreed to by the Parties for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, all amounts deposited into the QSF will be returned to Defendant, and the Parties shall be returned to their original respective positions prior to the Settlement and shall proceed in all respects as if this Settlement Agreement had not been executed. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning. Notwithstanding this provision, the Parties agree that they shall make a good faith effort to resolve any issues raised by the Court prior to invoking their right to nullify the Settlement under this provision. The Parties further agree that they will return to and attend mediation with Mr. Brandon McKelvey, Esq. in an effort to reach a settlement that may be approved by the Court.

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

61. Amendment or Modification: This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

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

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

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

65. Execution and Counterparts: This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

66. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

67. Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible

consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

68. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that either party may appeal any court order that materially alters the Settlement Agreement's terms.

69. Non-Admission of Liability: The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendants do not admit, and specifically denies, that it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendants of any such violations or failure to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

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

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

72. Enforcement Action: In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this

Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

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

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

75. All Terms Subject to Final Court Approval: All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

76. Cooperation and Execution of Necessary Documents: The Parties agree to cooperate to promote participation in the Settlement Agreement, and in seeking court approval of the Settlement Agreement, including working cooperatively to address any questions raised by the Court and making any amendments to the Settlement Agreement required by the Court. The Parties will work in good faith to reach an agreement approved by the Court. Defendants further agree that it will provide PAGA Counsel with any declarations or other evidence required by the Court in order to obtain approval of the Settlement Agreement, if required by the Court.

77. Confidentiality: The Parties and their counsel agree to keep the terms of the Settlement confidential until the filing of Plaintiff's Motion for Final Approval. Plaintiff, PAGA Counsel, Defendants, and Defendants' Counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the fact, amount or terms of the Settlement Agreement. PAGA Counsel further agrees not to refer to the Action by name on their website or other promotional material.

Furthermore, nothing in this provision shall be construed as preventing PAGA Counsel from referring to the Settlement or the Action in support of their adequacy as counsel for a putative class or to justify an award of attorneys' fees.

78. Binding Agreement: The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

79. Stay of Proceedings Pending Approval of Settlement: The Parties stipulate and agree that all proceedings and deadlines in the Action, other than proceedings necessary to carry out and/or enforce the terms of the Settlement and to obtain preliminary approval and final approval of the Settlement Agreement, shall be stayed pending completion of the preliminary and final approval of the Settlement. The stay on the Action shall include, without limitation, a stay on the five-year limitations period to bring the Action to trial under Code of Civil Procedure section 583.310, as well as any and all class certification, discovery, and motion deadlines.

APPROVED AS TO FORM AND CONTENT:

Dated: By: ______________________________
Plaintiff Christie Combs

Dated: 10/13/2025 By: Louis Smookler
Name: Louis Smookler
Title: Authorized Individual
For Defendant Serve U Bands Inc.

Dated: 10/13/2025 By: Louis Smookler
Name: Louis Smookler
Title: Authorized Individual
For Defendant Insomnia Cookies, LLC.

APPROVED AS TO FORM ONLY:

Dated: October 10, 2025

BARVIÉ LAW, APC

By ______________________________

NICOLE BARVIÉ, Esq.
Attorneys for Plaintiff(s)

Dated: October 10, 2025

JACKSON LEWIS P.C.

Shannon Nakabayashi

By: ______________________________

Shannon B. Nakabayashi
Emmalee M. McCarthy
Attorneys for Defendants

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APPROVED AS TO FORM AND CONTENT:

Dated: 09 / 26 / 2025 By: ______________________________
Plaintiff Christie Combs

Dated: By: ______________________________
Name:________________________
Title: ________________________
For Defendant Serve U Bands Inc.

Dated: By: ______________________________
Name:________________________
Title: ________________________
For Defendant Insomnia Cookies, LLC.

APPROVED AS TO FORM ONLY:

Dated: September 26, 2025

BARVIÉ LAW, APC

By Nicole Barvie

NICOLE BARVIÉ, Esq.
Attorneys for Plaintiff(s)

Dated: September 26, 2025

JACKSON LEWIS P.C.

By: ______________________________

Shannon B. Nakabayashi
Emmalee M. McCarthy
Attorneys for Defendants