PAGA SETTLEMENT AGREEMENT

Subject to court approval, this PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Isabella Serrano ("Plaintiff"), individually and on behalf of the Settlement Class, and Defendant SoCal Cookies San Diego, LLC, d.b.a. Crumbl Cookies (hereinafter, "SoCal Cookies" or "Defendant(s)"). The Agreement refers to Plaintiff and SoCal Cookies collectively as "Parties" or as a "Party."

1. DEFINITIONS.

1.1. "Action" means Plaintiff's lawsuit alleging wage and hour violations against SoCal Cookies captioned *Isabella Serrano, et al. v. SoCal Cookies San Diego, LLC, et al.*; Case No. 25CU020561C, pending in San Diego County Superior Court.

1.2. "Address Search" means the Administrator's search for Covered Employees' mailing addresses using all reasonably available sources, including but not limited to the National Change of Address database, skip traces, and direct contact by the Administrator.

1.3. "Administrator" means CPT Group.

1.4. "Administration Expenses" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its costs in accordance with the Administrator's bid as approved by the Court. The Administration Expenses shall not exceed $7,000.00, except for a showing of good cause and as approved by the Court.

1.5. "Attorneys' Fees" mean the amounts allocated to Plaintiff's Counsel for reimbursement of reasonable attorneys' fees in connection with this Settlement in an amount not to exceed 33.33% ($87,333.33) of the Gross Settlement Amount.

1.6. "Court" means the San Diego County Superior Court.

1.7. "Covered Employees" means all PAGA Members.

1.8. "Defense Counsel" means captioned counsel of record from the law firm of Hirschfeld Kraemer LLP.

1.9. "Effective Date" means the date on which the Court enters Judgment on its order granting approval of the PAGA settlement.

1.10. "Employee Data" means all Covered Employees' identifying information in SoCal Cookies' possession including their names, last-known mailing addresses, Social Security numbers, and number of PAGA Periods.

1.11. "Final Approval" means the Court's order granting final approval of the Settlement.

1.12. "Final Approval Hearing" means the Court's hearing on the final motion for approval of the Settlement.

1.13. "Gross Settlement Amount" means **$<u>262,000.00</u>**, which is the total amount Defendant(s) agree(s) to pay under the Settlement, subject to the terms and conditions of this Settlement.

1.14. "Individual PAGA Payments" means the PAGA Members' pro rata share of the Net PAGA Payment, calculated according to the number of PAGA Pay Periods worked by the PAGA Members.

1.15. "Individual Settlement Payments" means the Individual PAGA Payments.

1.16. "Judgment" means the judgment entered by the Court based upon the Final Approval of the Settlement.

1.17. "Litigation Costs" means the amount incurred by Plaintiff's Counsel to prosecute the Action, according to proof and subject to Court approval, not to exceed $22,000.00.

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

1.19. "LWDA Payment" means the 65% ($89,808.33) share of the PAGA Payment allocated to be paid to the LWDA under Labor Code section 2699, subd. (m).

1.20. "Net Settlement Amount" means the Net PAGA Payment for purposes of this Agreement.

1.21. "Net PAGA Payment" means the 35% ($48,358.33) share of the PAGA Payment allocated to be paid to the PAGA Members under Labor Code section 2699, subd. (m).

1.22. "Operative Complaint" means the most recently filed complaint, including amended complaints, filed by Plaintiff.

1.23. "PAGA" means California's Private Attorneys General Act of 2004.

1.24. "PAGA Period" means February 12, 2024, through June 30, 2026.

1.25. "PAGA Payment" means the sum presently estimated at $138,166.67, which is the amount provided in exchange for the release of the PAGA claims addressed in this Settlement, and which shall be paid from the Gross Settlement Amount, with 65% of the PAGA Payment constituting the LWDA Payment, with the remaining 35% constituting the Net PAGA Payment to be allocated and paid to PAGA Members. Based on variance in the Litigation Costs, Attorneys' Fees, and/or Administration Expenses, the PAGA Payment may increase or decrease accordingly, and Plaintiff's Counsel will apprise the Court accordingly when the Settlement is presented for Court approval.

1.26. "PAGA Counsel" or "Plaintiff's Counsel" means Ferraro Vega Employment Lawyers, Inc.

1.27. "PAGA Members" means all individuals currently or formerly employed by SoCal Cookies in California as hourly, non-exempt employees during the PAGA Period.

1.28. "PAGA Notice" means Named Plaintiff's letter to Defendant(s) and the LWDA, including any amendments thereto, pursuant to Labor Code § 2699.3(a).

1.29. "PAGA Pay Period" means any pay period during which a PAGA Member worked for Defendant for at least one day during the PAGA Period.

1.30. "PAGA Pay Period Estimate" means, based on a review of Defendant's records to date, a total of 3,554 PAGA Pay Periods.

1.31. "PAGA Representative" or "Named Plaintiff" refers to Isabella Serrano.

1.32. "Released Claims" means the claims that Named Plaintiff alleged against the Released Parties, based on the facts stated in the relevant LWDA Notice letter together with the claims as alleged in the Operative Complaint, including all PAGA claims seeking penalties premised upon (1) a failure to provide compliant meal periods and/or pay meal period premiums in accordance with Labor Code sections 226.7, 512 and 1198, along with related sections of the IWC Wage Orders; (2) a failure to provide rest periods and/or pay rest period premiums in accordance with Labor Code sections 226.7, 516 and 1198, along with the related sections of the IWC Wage Orders; (3) untimely payment of wages during employment in accordance with Labor Code section 204 and 210; (4) untimely payment of wages upon separation of employment in accordance with Labor Code sections 201, 202, 203 and 256; (5) a failure to provide compliant wage statements in accordance with Labor Code section 226; (6) a failure to maintain accurate records in accordance with Labor Code section 1174 along with the related IWC Wage Orders; and (9) all other claims for civil penalties recoverable under PAGA based on that facts or claims as alleged in the LWDA Notice and operative Complaint.

1.33. "Released Parties" means: Defendants and each former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.34. "Service Payment(s)" means the payment to the Named Plaintiff(s) for initiating and providing services in support of the Action in an amount up to $7,500.00, subject to Court approval, which also constitutes consideration for Plaintiff's individual settlement and general release of all claims, as set forth in this Agreement.

1.35. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. MONETARY TERMS.

2.1. <u>Gross Settlement Amount</u>. Subject to all terms of this Agreement, Defendant shall pay the Gross Settlement Amount in connection with this Settlement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring

Covered Employees to submit any claim or form as a condition of payment. The Gross Settlement Amount is non-reversionary.

2.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts approved by the Court:

2.2.1. To Named Plaintiff: The Service Payment, in addition to any Individual Settlement Payment that they may be entitled to receive as a Covered Employee. If the Court approves a Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Service Payment(s) using IRS Form 1099. An award of less than the requested amount for the Service Payment will not give rise to a basis to abrogate the Settlement Agreement and the Court has authority under this Agreement to reduce (or increase) the Service Payment, at its discretion at the final approval stage.

2.2.2. To Plaintiff's Counsel: Attorneys' Fees and Litigation Costs to Plaintiff's Counsel. Defendant will not oppose requests for these payments, provided the requests do not exceed the amounts set forth in this Agreement. If the Court approves Attorneys' Fees and/or Litigation Costs in an amount less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Attorneys' Fees and Litigation Costs using one or more IRS 1099 Forms.

2.2.3. To the Administrator: Administration Expenses to the Administrator. To the extent the Administration Expenses are less or the Court approves payment less than the Administration Expenses set forth in this Agreement, the Administrator will allocate the remainder to the Net Settlement Amount.

2.2.4. To the LWDA: Subject to Court approval, the PAGA Payment will be allocated to cover any and all claims for civil penalties associated with the Released Claims that were, or could have been, brought in the Actions under PAGA based on the factual allegations in the Operative Complaint and PAGA Notice; 65% of the PAGA Payment will be paid to the LWDA (i.e., the LWDA Payment) and the remaining 35% of the PAGA Payment (i.e., the Net PAGA Payment) will be distributed to PAGA Members as penalties in exchange for a full and final release of the PAGA claims. The Court has authority under this Agreement to increase (or reduce) the PAGA Payment up to and including at the final approval hearing, and the Parties respectfully reserve the right to increase (or reduce) the PAGA Payment up to and including at the final approval stage, subject to the Court's final approval. If the Court approves a PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

2.2.5. To Each PAGA Member/Tax Allocation: An Individual PAGA Payment calculated by: (a) dividing the Net Settlement Amount by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period; and (b) multiplying the result by each PAGA Members' PAGA Pay Periods. The Individual PAGA Payments are not subject to wage withholdings and will be reported on IRS 1099 Forms. Covered Employees assume full responsibility and liability for any individual taxes owed on their Individual PAGA Payment.

3. SETTLEMENT FUNDING AND PAYMENTS.

3.1. Delivery of Employee Data to Administrator. Not later than 15 days after the Court grants approval of the Settlement, SoCal Cookies will deliver the Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Covered Employees' privacy, the Administrator must maintain the Employee Data in confidence, use the Employee Data only for purposes of this Settlement, and restrict access to the Employee Data to Administrator employees who need access to the Employee Data to effect and perform under this Agreement. SoCal Cookies has a continuing duty to immediately notify Plaintiff's Counsel if it discovers that the Employee Data omitted Covered Employees' identifying information and to provide corrected or updated Employee Data as soon as reasonably feasible. Without any extension of the foregoing deadline the Parties and their counsel must expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Employee Data.

3.2. Funding of Gross Settlement Amount. SoCal Cookies shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than the sixty-first (61) calendar day after the Effective Date.

3.3. Payments from the Gross Settlement Amount. Within 10 days after SoCal Cookies funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Settlement Payments, the Administration Expenses, the LWDA Payment, Attorneys' Fees, Litigation Costs, and Service Payment(s).

3.3.1. The Administrator will issue checks for the Individual Settlement Payments and send them to Covered Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

3.3.2. The Administrator must conduct an Address Search for all other Covered Employees whose checks are returned undelivered without USPS forwarding addresses. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Covered Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Covered Employee whose original check was lost or misplaced, requested by the Covered Employee prior to the void date.

3.3.3. For any Covered Employee whose Individual Settlement Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds, in the name of the Covered Employee, to the State of California's Unclaimed Property Division.

3.3.4. The payment of Individual Settlement Payments shall not obligate SoCal Cookies to confer any additional benefits or make any additional payments to Covered Employee beyond those specified in this Agreement.

3.3.5. The Administrator will send checks for Individual PAGA Payments to all PAGA Members, who have no right to opt-out or otherwise exclude themselves from the settlement and release of PAGA claims set forth in this Settlement.

4. RELEASES OF CLAIMS.

Upon the Effective Date occurring and Defendant fully funding the Gross Settlement Amount , the following releases of claims will take effect:

4.1. Named Plaintiff's General Release. In addition to this Agreement, Named Plaintiff has entered into a separate Individual Settlement Agreement and General Release of Claims ("Individual Settlement Agreement") with Defendant for all her separate individual claims arising out of employment with Defendant, in exchange for a full release of those claims. The Parties acknowledge and agree that the Individual Settlement Agreement and the covenants, promises and release of claims contained therein shall not serve to modify or limit Named Plaintiff's right to continue with this Action and seek the Court's approval of this Agreement. The Parties further agree that, if for any reason the Effective Date does not occur with regard to this Agreement, and/or the Final Order is not entere4d, then the Individual Settlement Agreement shall be null and void.

4.2. The Individual Settlement Agreement shall not be filed with the Court. However, if necessary, the Parties agree to submit the monetary terms of the Individual Settlement Agreement to the Court in conjunction with the motion for approval, along with the fact that Plaintiff has agreed to a general release of all claims, including a Section 1542 waiver and release.

4.3. Release by PAGA Members: All PAGA Members by and through theNamed Plaintiff acting on their behalf and on behalf of the State of California and the LWDA shall completely release Released Parties from, and are forever barred from pursuing the Released Claim against Released Parties, , including, without limitation penalties predicated on the underlying alleged violation for Labor Codes §§ 201, 202, 203, 204, 204b, 210, 226, 226.3, 226.7, 256, 512, 516, 1174, 1198, and related IWC Wage Orders.

5. MOTION FOR SETTLEMENT APPROVAL.

5.1. PAGA Approval. Plaintiff shall prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this PAGA Settlement under Labor Code § 2699(s)(2). To effectuate Final Approval and Judgment of the Settlement of PAGA claims, Plaintiff shall prepare either a Joint Stipulation Approving PAGA Settlement (subject to Defense Counsels' review and revision) or a Motion for Approval of PAGA Settlement. Plaintiff shall file declarations from Plaintiff's Counsel and the Named Plaintiff to support the Settlement.

5.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Settlement or forthcoming motions or joint stipulations for approval, Plaintiff's Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to resolve the disagreement. If the Court does not grant settlement approval or conditions any approval or review on any material change to this Agreement, Plaintiff's Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to modify the Agreement and satisfy the Court's concerns. Should the Court decline to approve all material aspects of the

Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it.

6. SETTLEMENT ADMINISTRATION.

6.1. Selection of Administrator. The Parties have jointly selected the Administrator to administer this Settlement. The Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

6.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number to calculate payroll tax withholdings and report to state and federal tax authorities.

6.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation section 468B-1.

6.3.1. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Plaintiff's Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, if applicable and if requested by either Party, the Administrator will prepare, and submit to Plaintiff's Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement.

7. ESCALATION CLAUSE. Based on its records, SoCal Cookies has provided a PAGA Pay Period Estimate of 3,554. If the actual number of PAGA Pay Periods exceeds this total by 10% or more (e.g., pay period count x 1.10) for the applicable PAGA Period, the Gross Settlement Amount shall automatically increase proportionately for each additional pay period over the 10%, or, Defendant shall have the option, in its sole discretion, to cutoff the PAGA Period as of the date the total Pay Periods reaches 3,910.

8. EMPLOYEE ESTIMATE. Based on the records evaluated, there are an estimated 167 PAGA Members covered by this Agreement.

9. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the Final Approval Hearing, Named Plaintiff will file in Court and serve on Defendants a Motion for Final Approval of the Settlement that includes a Proposed Final Approval Order and a Proposed Judgment, which shall specifically state and include a request for approval of the PAGA settlement under Labor Code § 2699, subd. (s). Plaintiff's Counsel will provide drafts of the Proposed Final Approval Order and Proposed Judgment to Defense Counsel in advance of filing for Defense Counsel's review. SoCal Cookies shall accept service of the Motion for Final Approval (or any other motions, stipulations, declarations, proposed orders, exhibits, or other documents filed in connection with this Settlement) via electronic service at the email addresses set forth in this Agreement or, if an electronic service agreement is already in place, at the email addresses in the Parties' electronic service agreement.

9.1. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, the Parties will expeditiously work together through counsel in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval.

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

9.3. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Covered Employees), this Agreement shall be null and void. The Parties shall agree to expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur.

10. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by the Parties that any of the allegations or the defenses in the Operative Complaint have merit or that there is any liability for any claims asserted or that any claims may proceed on a class, collective, or representative basis. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Covered Employee to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Plaintiff's Counsel's ability to communicate with Covered Employees in accordance with Plaintiff's Counsel's ethical obligations owed to Covered Employees.

11.3. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

11.4. Attorney Authorization. Plaintiff's Counsel and Defense Counsel separately warrant and represent that they are authorized by the Parties, respectively, 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 reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.5. Cooperation. The Parties and their counsel will cooperate and use their best efforts, in good faith, to implement the Settlement by modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court, among other things. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

11.6. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

11.7. No Tax Advice. Neither the Parties, Plaintiff's Counsel, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

11.8. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or Plaintiff's Counsel and Defense Counsel, as their legal representatives.

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

11.10. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.

11.11. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

11.12. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.13. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

11.14. Notice. All notices or other communications between the Parties required in connection with this Agreement shall be in writing and shall be deemed to have been duly given as of the 3rd business day after mailing by U.S. Mail or the same day if sent by email, addressed as follows:

To Plaintiff:

Ferraro Vega Employment Lawyers, Inc.
Attn: Nicholas J. Ferraro
Lauren N. Vega
Conor J.D. Gómez
3333 Camino del Rio South, Suite 300
San Diego, CA 92108 USA
conor@ferrarovega.com / classactions@ferrarovega.com
www.ferrarovega.com

To Defendant:

Hirschfeld Kraemer LLP
Attn: Hieu T. Williams and Margeaux M. Pelusi
Address456 Montgomery Street, Suite 2200, San Francisco, CA 94104

Emails hwilliams@hkemploymentlaw.com, mpelusi@hkemploymentlaw.com

11.15. Execution in Counterparts. This Agreement may be executed using physical and/or electronic signatures (i.e. DocuSign, SignRequest, Adobe Sign, etc.), which shall be accepted as originals for purposes of this Agreement. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.16. Enforcement. The parties agree to expressly stipulate for the settlement of the case on the terms set forth in this Settlement Agreement, and hereby agree that Court, upon motion of either party, may enter judgment pursuant to the terms of this Settlement or otherwise enforce a breach of this Settlement. The parties expressly request that the Court retain jurisdiction over the Parties to enforce the Settlement until performance in full of the terms of the settlement, pursuant to Code of Civil Procedure sec. 664.6 and its procedures for enforcement. Moreover, in the event one or more of the Parties institutes any legal action or other proceedings against any other Party to enforce the provisions of this Agreement, or to declare rights and/or obligations under it, the successful Party will be entitled to recover from the unsuccessful Party reasonable attorneys' fees and costs.

SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Isabella Serrano

Date: Jul 14, 2026 Isabella Serrano

Isabella Serrano

Defendant SoCal Cookies San Diego, LLC

Date: 7/16/2026

Signed by:
Stan Hanks
A92B2B210500401...

Name: Stan Hanks

Title: Member

NOTICE OF PAGA ACTION SETTLEMENT

Isabella Serrano et al. v. SoCal Cookies. et al.
Superior Court of the State of California for the County of San Diego
Case No. 25CU020561C

This notice is to the following individuals in connection with a pending representative PAGA action settlement:

All individuals currently or formerly employed by Defendant in California as hourly, non-exempt employees during the PAGA Period of February 12, 2024, through June 30, 2026.

Read this notice carefully. Your legal rights could be affected whether you act or not.

The Superior Court of the State of California for the County of San Diego (the "Court") has approved this representative action lawsuit filed by Isabella Serrano ("PAGA Representative") against SoCal Cookies San Diego LLC, d.b.a. Crumbl Cookies ("Defendant") for alleged wage and hour violations (the "Lawsuit").

The Lawsuit is based on the following legal causes of action: (1) Civil Penalties under the Private Attorneys General Act (Labor Code §§ 2698 et seq.). Defendant denies all claims and maintains it has fully complied with the law.

Additionally, Defendant's records reflect you worked [Insert Pay Periods] during the PAGA Period of February 12, 2024, through June 30, 2026. Based on this information, your Individual PAGA Payment is estimated to be [$Individual PAGA Payment]. You may not opt out of the PAGA Settlement.

1. WHAT IS THE ACTION ABOUT?

The PAGA Representative is a former employee of Defendant. The Plaintiff alleged Defendant violated California labor and employment laws as follows: (1) Civil Penalties under the Private Attorneys General Act (Labor Code §§ 2698 et seq.). Plaintiff is represented by Ferraro Vega Employment Lawyers ("PAGA Counsel.")

Defendant denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT ARE THE PROPOSED SETTLEMENT TERMS?

At the PAGA Approval Hearing, the PAGA Representative, through Counsel, will ask the Court to approve a Gross Settlement Amount of $262,000.00 and authorize the following payments from that amount: Service Payment to the PAGA Representative ($7,500.00), Attorneys' Fees in the amount of $87,333.33, representing 33.33% of the Gross Settlement Amount, Litigation Costs in the amount of up to $22,000.00, the LWDA's 65% portion of the PAGA Payment ($89,808.33), and Administration Expenses to be paid to the third-party settlement administrator (estimated at $7,000.00).

After the above deductions in amounts approved by the Court, the Administrator will calculate and distribute Individual PAGA Payments to PAGA Members based on their PAGA Pay Periods. The Administrator will report the Non-Wage Portions of the Individual PAGA Payments on IRS 1099 Forms. The Individual PAGA Payments are not subject to wage withholdings and will be reported on IRS 1099 Forms. PAGA Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

After the Judgment is final and Defendant has fully funded the settlement and separately paid all employer payroll taxes, Participating PAGA Members will be legally barred from asserting any of the claims released under the settlement, as follows:

> 2.2. PAGA Release
>
> Release by PAGA Members: All PAGA Members, by and through Named Plaintiff acting on their behalf and on behalf of the State of California and the LWDA, release Released Parties from, and are forever barred from pursuing such against Released Parties for, the PAGA claims alleged in and/or arising out of the facts alleged in the Operative Complaint during the PAGA Period, including, without limitation penalties predicated on the underlying alleged violations for: (1) Unpaid Meal Period Premium Wages, (2) Unpaid Rest Period Premium Wages, (3) Untimely Payment of Wages During Employment, (4) Untimely Payment of Wages Upon Separation of Employment, (5) Non-Compliant Wage Statements, (6) Failure to Maintain Accurate Records, and (7) Civil Penalties under the Private Attorneys General Act (Labor Code §§ 2698 et seq.).

4. HOW IS MY INDIVIDUAL PAGA PAYMENT CALCULATED?

The number of Pay Periods you worked during the PAGA Period are stated on the first page of this PAGA Notice. The Administrator will calculate your Individual PAGA Payment by (1) dividing the Net Settlement Amount by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period, and then (2) multiplying the results by the number of Pay Periods worked by each PAGA Member. In other words, you will receive a proportional recovery based on your length of employment in relation to other PAGA Members.

5. HOW CAN I CORRECT THE NUMBER OF PAGA PAY PERIODS?

You have until the Response Deadline to correct or challenge the number of PAGA Pay Periods. You can submit your challenge by signing and sending a letter to the Administrator via mail or email to the Administrator at the following address:

Administrator:
CPT Group
50 Corporate Park
Irvine, CA 92606

Fax: (949) 419-3446
(833) 816-0845
https://www.cptgroup.com/case-inquiry

The Administrator will accept Defendant's calculation of PAGA Pay Periods as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you.

6. HOW WILL I GET PAID?

The Administrator will send, by U.S. mail, a single check to every PAGA Member following the Effective Date of this Settlement. Your check will be sent to the same address as this notice. If you change your address, notify the Administrator as soon as possible.

10. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the following website [[website]]. You can also telephone or send an email to PAGA Counsel at the address below:

PAGA Counsel
Nicholas J. Ferraro (State Bar No. 306528)
Lauren N. Vega (State Bar No. 306525)
Conor J.D. Gómez (State Bar No. 337395)
Ferraro Vega Employment Lawyers, Inc.
3333 Camino del Rio South, Suite 300
San Diego, California 92108
(619) 693-7727 telephone
classactions@ferrarovega.com
ferrarovega.com

11. WHAT IF I LOSE MY SETTLEMENT CHECK OR FAIL TO CASH IT?

If you lose or misplace your settlement check, the Administrator will replace it if you request a replacement before the void date on the face of the original check. If your check is already void or you have otherwise failed to cash it, it will be provided to the State of California's Unclaimed Property Division in your name. For more information, please review how to process a claim for your funds with the State of California, https://www.sco.ca.gov/upd_form_claim.html.

DO NOT CONTACT THE COURT OR THE COURT CLERK TO OBTAIN INFORMATION ABOUT THE SETTLEMENT