

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF LOS ANGELES**

ARIEL RAO, individually, and on behalf of all  
others similarly situated,

Plaintiff,

v.

KOIA ANAHEIM FACILITY, LLC, and  
DOES 1 through 10, inclusive,

Defendants.

Case No. Case No. 25STCV03748

**JOINT STIPULATION OF CLASS AND  
REPRESENTATIVE ACTION  
SETTLEMENT AGREEMENT**

Action Filed: February 7, 2025  
Trial Date: None set

This Joint Stipulation of Class and Representative Action Settlement Agreement (“Settlement Agreement” or “Agreement”) is made by and between Plaintiff Ariel Rayo (aka Carlos Treminio) (“Plaintiff”) and Defendant Koia Anaheim Facility, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “the Parties,” and individually as “Party”.

**1. DEFINITIONS.**

1.1. “Action” means *Ariel Rayo v. Koia Anaheim Facility, LLC*, Superior Court of the State of California, County of Los Angeles, Case No. 25STCV03748.

1.2. “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”) the neutral entity the Parties have designated to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the GFV to reimburse its reasonable fees and expenses, not to exceed \$10,000.00.

1.4. “Aggrieved Employees” means all of Defendant’s current and former non-exempt California employees at any time during the period beginning February 7, 2024, and continuing through the date the release expires as described in paragraph 8 of this Agreement.

1.5. “Class” means all of Defendant’s current and former non-exempt California employees at any time during the period beginning February 7, 2021, and continuing through the date the release expires as described in paragraph 8 of this Agreement.

1.6. “Class Counsel” means Moon Law Group, P.C.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means Class Member identifying information in Defendant’s possession, including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

- 1.10. “Address Search” means the Administrator’s investigation and search for current Class Member or Aggrieved Employee mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip tracing, and direct contact by the Administrator with Class Members or Aggrieved Employees.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish, in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from February 7, 2021, and continuing through the date the release expires as described in paragraph 8 of this Agreement.
- 1.13. “Class Representative” means the named Plaintiff in the Action, Ariel Rayo (aka Carlos Treminio), seeking Court approval to serve as a class representative.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative paid from the GFV for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of the State of California, County of Los Angeles.
- 1.16. “Defendant” means the named Defendant in the Action, Koia Anaheim Facility, LLC.
- 1.17. “Defense Counsel” means Fox Rothschild LLP.
- 1.18. “Effective Date” means the later of the date on which (i) the Court has approved the Settlement; and (ii) the Court has issued the Final Order and entered Judgment in accordance with the terms described herein. If an appeal is taken from the Court’s overruling of objections to the settlement, then the effective date of final approval will be twenty (20) days after the appeal is withdrawn or after an appellate decision affirming the final approval decision becomes.
- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the hearing on Plaintiff’s Motion for Final Approval of

the Settlement.

- 1.21. “Gross Fund Value” or “GFV” means \$417,500.00, which is the total amount Defendant agrees to pay under the Settlement. The Gross Fund Value will be used to pay the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.
- 1.22. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount, calculated according to the number of Workweeks worked during the Class Period.
- 1.23. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties allocated pursuant to California Labor Code (“Labor Code”) section 2699(m) and calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.24. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.25. “LWDA” means the California Labor and Workforce Development Agency.
- 1.26. “LWDA PAGA Payment” means the LWDA’s 65% share of the PAGA Penalties, to be paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.27. “Net Settlement Amount” means the Gross Fund Value less the following payments in the amounts approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.28. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.29. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.30. “PAGA Period” means the period from February 7, 2024, and continuing through the date the release expires as described in paragraph 8 of this Agreement.

- 1.31. “PAGA” means the Labor Code Private Attorneys General Act (Labor Code, § 2698, *et seq*).
- 1.32. “PAGA Notice” means Plaintiff’s February 1, 2025 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees (\$14,700.00) and 75% to the LWDA (\$27,300.00) in settlement of PAGA claims.
- 1.34. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.35. “Plaintiff” means the named Plaintiff in the Action, Ariel Rayo (aka Carlos Treminio).
- 1.36. “Preliminary Approval” means the Court’s order granting preliminary approval of the Settlement.
- 1.37. “Released Parties” means Defendant and each of its respective parents (including but not limited to RawNature5 Corporation), subsidiaries, affiliates, predecessors or successors, insurers and reinsurers, and all agents, employees, officers, directors and attorneys thereof.
- 1.38. “Request for Exclusion” means a Class Member’s written request to be excluded from the Settlement.
- 1.39. “Response Deadline” means forty-five (45) calendar days after the Administrator mails the Class Notice to the Class and the last date on which Class Members may: (a) mail a Request for Exclusion from the Settlement; (b) mail objections to the Settlement; or (c) fax, email, or mail a challenge to the number of Workweeks allocated to class members in the Class Notice. Class Members to whom a Class Notice is resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional fourteen (14) calendar days beyond the Response Deadline.
- 1.40. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.41. “Workweek” means any week in which a Class Member worked for Defendant for at

least one day during the Class Period.

**2. RECITALS.**

2.1. On February 7, 2025, Plaintiff filed this Action asserting class claims against Defendant alleging that Defendant: (1) failed to pay minimum wages; (2) failed to pay overtime compensation; (3) failed to provide compliant meal periods; (4) failed to authorize and permit compliant rest breaks; (5) failed to indemnify necessary business expenses; (6) failed to timely pay all wages due at termination; (7) failed to provide accurate itemized wage statements; and (8) engaged in unfair business practices.

2.2. On April 8, 2025, Plaintiff amended the Complaint to add a cause of action for civil penalties pursuant to California's Private Attorneys General Act.

2.3. On February 24, 2026, the Parties participated in private mediation with experienced wage and hour mediator Lynn Frank, Esq. A settlement was reached at the mediation.

2.4. Before the Parties' mediations, Plaintiff obtained, through an informal exchange, a sampling of anonymous payroll and time data for all Aggrieved Employees and Class Members. Defendant also provided relevant policies. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5. The Court has not granted class certification and has not made any finding or determination that Defendant violated any law or regulation. Defendant denies the allegations in the Action, denies any failure to comply with the laws identified in the Action, and denies any and all liability for the causes of action alleged

**3. MONETARY TERMS.**

3.1. Gross Fund Value. Defendant will pay \$ \$417,500.00 and no more as the GFV, and to separately pay any and all employer payroll taxes owed on the Wage Portions (as defined below) of the Individual Class Payments. Defendant shall pay such amounts to the Administrator and not directly to any individual Participating Class Members or Aggrieved Employees. Defendant has no obligation to pay the GFV or any payroll

1 taxes before the deadline stated in Paragraph 4.2. The Administrator will disburse the  
2 entire GFV without asking or requiring Participating Class Members or Aggrieved  
3 Employees to submit any claim as a condition of payment. None of the GFV will revert  
4 to Defendant.

5 3.2. Payments from the GFV. The Administrator will make and deduct the following  
6 payments from the GFV, in the amounts specified by the Court in the Final Approval:

7 3.2.1. To Plaintiff: A Class Representative Service Payment to the Class

8 Representative of not more than \$7,500.00 (in addition to the Individual Class  
9 Payment and Individual PAGA Payment the Class Representative is entitled to  
10 receive as a Participating Class Member and Aggrieved Employee). Defendant  
11 will not oppose the payment of a Class Representative Service Payment that  
12 does not exceed this amount. As part of the Motion for Final Approval, Plaintiff  
13 will seek Court approval for any Class Representative Service Payment. If the  
14 Court approves a Class Representative Service Payment less than the amount  
15 requested, the Administrator will retain the remainder in the Net Settlement  
16 Amount. The Administrator will pay the Class Representative Service Payment  
17 using IRS Form 1099. Plaintiff assumes full responsibility and liability for  
18 employee taxes owed on the Class Representative Service Payment. Plaintiff  
19 shall hold Defendant harmless from any claim or liability for taxes, penalties, or  
20 interest arising as a result of the payment. Defendant makes no representations  
21 as to the tax treatment or legal effect of the payment called for herein, and  
22 Plaintiff is not relying on any statement or representation by Defendant or its  
23 counsel in this regard.

24 3.2.2. To Class Counsel: A Class Counsel Fees Payment not to exceed one-third of the  
25 GFV which is currently estimated to be \$139,166.66, and a Class Counsel  
26 Litigation Expenses Payment not to exceed \$20,000.00. Defendant will not  
27 oppose the payment of a Class Counsel Fees Payment and a Class Counsel  
28 Litigation Expenses Payment that do not exceed these amounts. As part of the

Motion for Final Approval, Plaintiff and/or Class Counsel may seek Court approval of the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment. In support of the Class Counsel Litigation Expenses Payment, Class Counsel must submit a cost ledger listing each expense incurred during the Action. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$10,000.00, except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than or the Court approves a payment less than \$10,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: The Administrator will calculate each Individual Class Payment by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be

1 allocated to the settlement of wage claims (the “Wage Portion”). The  
2 Wage Portions are subject to tax withholding and will be reported on an  
3 IRS W-2 Form. Eighty percent (80%) of each Participating Class  
4 Member’s Individual Class Payment will be allocated to the settlement  
5 of claims for interest and penalties (the “Non-Wage Portion”). The Non-  
6 Wage Portions are not subject to wage withholdings and will be  
7 reported on IRS 1099 Forms. Participating Class Members assume full  
8 responsibility and liability for employee taxes owed on their Individual  
9 Class Payment. Each participating Class Member shall hold Defendant  
10 harmless, and shall indemnify Defendant, from and against any dispute  
11 or controversy regarding any division, sharing or tax liability owed with  
12 respect to any of these payments.

13 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual  
14 Class Payments. Non-Participating Class Members will not receive any  
15 Individual Class Payments. The Administrator will retain amounts equal  
16 to their Individual Class Payments in the Net Settlement Amount for  
17 distribution to Participating Class Members on a pro rata basis.

18 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties of not more than  
19 \$42,000.00 to be paid from the Gross Settlement Amount, with sixty-five  
20 percent (65%) (i.e., \$27,300.00) allocated to the LWDA PAGA Payment and  
21 thirty-five percent (35%) (i.e., \$14,700.00) allocated to the Individual PAGA  
22 Payments.

23 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a)  
24 dividing the amount of the Aggrieved Employees’ 35% share of PAGA  
25 Penalties (\$14,700) by the total number of PAGA Pay Periods worked  
26 by all Aggrieved Employees during the PAGA Period and (b)  
27 multiplying the result by each Aggrieved Employee’s PAGA Pay  
28 Periods. Aggrieved Employees assume full responsibilities and liability

for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties 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.

**4. SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Class Size Estimates. Based on its records to date, Defendant estimates there are 156 Class Members who collectively worked approximately 9,500 Workweeks.

4.2. Funding of GFV. Defendant shall fully fund the GFV and fund the amount necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator no later than thirty (30) calendar days after the Court grants Final Approval.

4.3. Payments from the GFV. No later than thirty (30) calendar days after Defendant funds the entire Gross Settlement Amount, the Administrator shall mail checks for the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment shall not precede disbursement of the Individual Class Payments and Individual PAGA Payments.

4.3.1. The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Class Members and Aggrieved 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. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send

1 checks for Individual PAGA Payments to all Aggrieved Employees, including  
2 Non-Participating Class Members who qualify as Aggrieved Employees  
3 (including those for whom a Class Notice was returned undelivered). The  
4 Administrator may send Participating Class Members who are also Aggrieved  
5 Employees a single check combining the Individual Class Payment and  
6 Individual PAGA Payment. Before mailing any checks, the Settlement  
7 Administrator must update the recipients' mailing addresses using the National  
8 Change of Address database.

9 4.3.2. The Administrator must conduct an Address Search for all Class Members and  
10 Aggrieved Employees whose checks are returned undelivered without a United  
11 States Postal Service ("USPS") forwarding address. Within fourteen (14)  
12 calendar days of receiving a returned check, the Administrator must re-mail  
13 checks to the USPS forwarding address provided or to an address ascertained  
14 through the Address Search. The Administrator need not take further steps to  
15 deliver checks to Class Members or Aggrieved Employees whose re-mailed  
16 checks are returned as undelivered. The Administrator shall promptly send a  
17 replacement check to any Class Member or Aggrieved Employee whose  
18 original check was lost or misplaced and who requests the replacement before  
19 the void date.

20 4.3.3. For any Class Member whose Individual Class Payment check or Individual  
21 PAGA Payment check is uncashed and cancelled after the void date, or for any  
22 Class Member whose envelope is returned and no forwarding address can be  
23 located for the Class Member after reasonable efforts have been made, the  
24 Administrator shall transmit the funds represented by such checks to the  
25 California Controller's Unclaimed Property Fund in the name of the Class  
26 Member, thereby leaving no "unpaid residue" subject to the requirements of  
27 California Code of Civil Procedure ("CCP") section 384(b).

28 4.3.4. The payment of Individual Class Payments and Individual PAGA Payments

shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses).

5. **RELEASES OF CLAIMS.** Effective on the date Defendant fully funds the entire GFV and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, Plaintiff, Participating Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

5.0. **Plaintiff's Release.** Plaintiff and Plaintiff's respective former and present representatives, agents, attorneys, administrators, successors and assigns, fully and finally release and discharge the Released Parties from all claims, transactions or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged based on the facts contained in the First Amended Complaint, and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the First Amended Complaint and Plaintiff's PAGA Notice. ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period.

5.1. **Release by Participating Class Members:** Plaintiff and All Participating Class Members on behalf of themselves fully and finally release and discharge the Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action, known and unknown, contingent or accrued for, and related to the allegations and claims asserted in the First Amended Complaint, including without limitation to, any and all claims made in the Action and the PAGA Notice, including any claims for alleged failure to pay minimum wage, overtime, failure to provide meal periods or rest breaks, failure to reimburse business expenses, failure to timely pay final wages, failure to provide accurate and itemized wage statements, relief under Business & Professions Code (including Section 17200 et seq.),

and claims for restitution and other equitable relief, liquidated damages, or penalties; and any other benefit claimed on account of the allegations asserted in First Amended Complaint. This release shall apply to all claims arising at any point during the Class Period.

5.2. Release by Aggrieved Employees: All Aggrieved Employees (regardless of whether they are Participating Class Members or Non-Participating Class Members) are deemed to release, on behalf of themselves and their respect former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the First Amended Complaint and the PAGA Notice, including any claims for alleged failure to pay minimum wage, overtime, failure to provide meal periods or rest breaks, failure to reimburse business expenses, failure to timely pay final wages, failure to provide accurate and itemized wage statements, relief under Business & Professions Code (including Section 17200 et seq.), and claims for restitution and other equitable relief, liquidated damages, or penalties; and any other benefit claimed on account of the allegations asserted in First Amended Complaint. This release shall apply to all claims arising at any point during the PAGA Period.

6. **MOTION FOR PRELIMINARY APPROVAL:** Plaintiff agrees to prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1. Defendant’s Declaration in Support of Preliminary Approval. Within twenty (20) days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed declaration from Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In its declaration, Defense Counsel shall aver whether they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all

documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; and its timely transmission to the LWDA of all necessary PAGA documents (PAGA Notice (Lab. Code, § 2699.3, subd. (a))), First Amended Complaint (Lab. Code, § 2699, subd. (l)(1)), and the Agreement (Lab. Code, § 2699, subd. (l)(2)); (vii) a redlined version of the Agreement showing all modifications made to the Los Angeles Superior Court’s Model Agreement; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their declarations, Plaintiff and Class Counsel shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this Agreement; obtaining a prompt hearing date for

the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Defense Counsel shall act in good faith in supporting the approval of this Settlement by the Court. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns in a way acceptable to both Parties, if possible.

## 7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. 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.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation § 468B-1.
- 7.4. Notice to Class Members:

1 7.4.1. No later than twenty-one (21) calendar days after the Court grants Preliminary  
2 Approval, Defendant will deliver the Class Data to the Administrator in the form  
3 of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the  
4 Administrator must maintain the Class Data in strict confidence, use the Class  
5 Data only for purposes of the Settlement and for no other purpose, and restrict  
6 access to the Class Data to Administrator employees who need access to such  
7 Class Data to effect and perform under the Settlement. Under no circumstances  
8 will the Administrator provide any Class Data to Plaintiff/Class Representative,  
9 Class Counsel, or any Class Member absent an order from the Court. Defendant  
10 has a continuing duty to immediately notify Class Counsel if it discovers that the  
11 Class Data omitted Class Member identifying information and to provide  
12 corrected or updated Class Data to the Administrator as soon as reasonably  
13 feasible. Without any extension of the deadline by which Defendant must send  
14 the Class Data to the Administrator, the Parties, and their counsel will  
15 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve  
16 any issues related to missing or omitted Class Data. No later than three (3)  
17 business days after receipt of the Class Data, the Administrator shall notify Class  
18 Counsel that the list has been received and state the number of Class Members,  
19 Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

20 7.4.2. Using best efforts to perform as soon as possible, and in no event later than  
21 fourteen (14) calendar days after receiving the Class Data, the Administrator will  
22 send to all Class Members identified in the Class Data, via first-class USPS mail,  
23 the Class Notice in English and Spanish, substantially in the form attached to this  
24 Agreement as **Exhibit A**. The first page of the Class Notice shall prominently  
25 estimate the dollar amounts of any Individual Class Payment and Individual  
26 PAGA Payment (if applicable) payable to the Class Member and, and the number  
27 of Workweeks and PAGA Pay Periods (if applicable) used to calculate these  
28 amounts. Before mailing the Class Notices, the Administrator shall update Class

Member addresses using the National Change of Address database.

7.4.3. No later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send the Class Notice to Class Members whose Class Notice is returned by USPS a second time.

7.4.4. The deadlines for Class Members' written objections, challenges to Workweeks, and Requests for Exclusion will be extended for Class Members whose notices are re-mailed. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional fourteen (14) calendar days beyond the Response Deadline. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defendant, Defense Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received a Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, to agree on whether to include them as Class Members. If the Parties agree, such person(s) will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement no later than fourteen (14) calendar days after receipt of the Class Notice, or the deadline in the Class Notice, whichever is later.

7.5. Request for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class

1 Settlement must send the Administrator, by mail, a signed written Request for  
2 Exclusion not later than the Response Deadline. A Request for Exclusion is a  
3 letter from a Class Member or the Class Member's representative that reasonably  
4 communicates the Class Member's election to be excluded from the Settlement  
5 and includes the Class Member's name, address and email address or telephone  
6 number. To be valid, a Request for Exclusion must be timely postmarked by the  
7 Response Deadline.

8 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it  
9 fails to contain all the information specified in the Class Notice. The  
10 Administrator shall accept any Request for Exclusion as valid if the  
11 Administrator can reasonably ascertain the identity of the person as a Class  
12 Member and the Class Member's desire to be excluded. The Administrator's  
13 determination shall be final and not appealable or otherwise susceptible to  
14 challenge. If the Administrator has reason to question the authenticity of a  
15 Request for Exclusion, the Administrator may demand additional proof of the  
16 Class Member's identity. The Administrator's determination of authenticity shall  
17 be final and not appealable or otherwise susceptible to challenge.

18 7.5.3. Every Class Member who does not submit a timely and valid Request for  
19 Exclusion is deemed to be a Participating Class Member, entitled to all benefits  
20 and bound by all terms and conditions of the Settlement, including the  
21 Participating Class Members' Release under Paragraph 5.1 of this Agreement,  
22 regardless of whether the Participating Class Member actually receives the Class  
23 Notice or objects to the Settlement.

24 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a  
25 Non-Participating Class Member and shall not receive an Individual Class  
26 Payment or have the right to object to the class action components of the  
27 Settlement. Because future PAGA claims are subject to claim preclusion upon  
28 entry of the Judgment, Non-Participating Class Members who are Aggrieved

Employees are deemed to release the claims identified in Paragraph 5.2 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline to challenge the number of Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. The Administrator has the authority to address and make final decision consistent with the terms of this Agreement on all Class Member challenges to the number of Workweeks. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct if they are consistent with the Class Data. The Administrator's determination of allocations of Workweeks is final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide to Defense Counsel and Class Counsel copies of all challenges to calculation of Workweeks and the Administrator's determination of the challenges.

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and this Agreement, including contesting the fairness of the Settlement and the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and Class Representative Service Payment.

7.7.2. Participating Class Members may send written objections to the Administrator by mail no later than the Response Deadline. Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing.

7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8. Administrator Duties. The Administrator has a duty to perform all tasks to be performed

by the Administrator set forth in this Agreement or otherwise.

7.8.1. Website, Email Address, and Toll-Free Number. The Administrator will establish, maintain, and use a website to post information of interest to Class Members, including the date, time, and location of the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval, Class Notice, the Motion for Final Approval, the Final Approval, and the Judgment. The Administrator will also maintain and monitor an email address and toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2. Requests for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. No later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Defense Counsel containing: (a) the names of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted (whether valid or invalid).

7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and challenges to Workweeks and attach copies of all Requests for Exclusion, challenges to Workweeks, and objections received.

7.8.4. Administrator’s Declaration. No later than seven (7) business days after the Response Deadline, the Administrator will provide Class Counsel and Defense

Counsel a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion and challenge to Workweeks received (both valid or invalid), and the number of written objections. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.5. Final Report by Settlement Administrator. No later than fourteen (14) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. The Administrator is required to reasonably cooperate with the Parties to preserve any and all information regarding the disbursements issued to Participating Class Members and Aggrieved Employees.

## **8. ESCALATOR CLAUSE**

Defendant represents that Class Members worked approximately 9,500 work weeks during the Class Period. In the event the released work weeks are more than 10% greater than this amount (i.e., more than 10,450), Defendant at its sole discretion may elect to either: (1) purchase the additional work weeks at a pro-rata rate for all workweeks through April 24, 2026, that exceed the 10% escalator (e.g., for all workweeks in excess of 10,450); or (2) cut off the release period as of the date the 10% escalator is reached (e.g., when the workweeks reach 10,450). Defendant shall advise Plaintiff's counsel of its

election of the cutoff for the Release Period no less than five days prior to Plaintiff filing the Motion for Preliminary Approval.

**9. DEFENDANT'S RIGHT TO WITHDRAW:**

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, and have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

**10. MOTION FOR FINAL APPROVAL.** No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file a motion for final approval that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (1), a proposed Final Approval Order and a proposed Judgment (collectively, "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than fifteen (15) days before filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days before the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts

requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the Parties, their respective counsel, and all Participating Class Members who do not object to the Settlement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the Net Settlement Amount.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the appellate 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 Class Members or the Gross Settlement Amount), this Agreement shall be null and void. The Parties may nevertheless 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. An appellate decision to vacate, reverse, or

1 modify the Court's award of the Class Representative Service Payment or any payments  
2 to Class Counsel shall not constitute a material modification of the Judgment within the  
3 meaning of this Paragraph, as long as the GFV remains unchanged.

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

7 **12. ADDITIONAL PROVISIONS.**

8 12.1. No Admission of Liability. This Agreement represents a compromise and settlement of  
9 highly disputed claims. Nothing in this Agreement is intended or should be construed as  
10 an admission by Defendant that any of the allegations in the First Amended Complaint  
11 have merit or that Defendant has any liability for any claims asserted; nor is it intended  
12 or should be construed as an admission by Plaintiff that Defendant's defenses in the  
13 Action have merit. The Parties agree that class certification and representative treatment  
14 is for purposes of this Settlement only. If for any reason the Court does not grant  
15 Preliminary Approval, grant Final Approval, or enter Judgment, Plaintiff must dismiss all  
16 class claims alleged in the First Amended Complaint without prejudice, Defendant  
17 reserves all available defenses to the claims in the Action, and Plaintiff reserves the right  
18 to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness  
19 to settle the Action will have no bearing on, and will not be admissible in connection  
20 with, any litigation (except for proceedings to enforce or effectuate the Settlement and  
21 this Agreement). For the avoidance of doubt, to the extent the Settlement is not  
22 approved, the Parties retain all claims and defenses as they existed immediately prior to  
23 the agreement to a settlement in principle on November 5, 2025.

24 12.2. Confidentiality Before Preliminary Approval. Plaintiff, Class Counsel, Defendant and  
25 Defense Counsel separately agree that, until the Motion for Preliminary Approval is  
26 filed, they and each of them will not disclose, disseminate, publicize, or cause or permit  
27 another person to disclose, disseminate or publicize, any of the terms of the Agreement  
28 directly or indirectly, specifically or generally, to any person, corporation, association,

1 government agency or other entity except: (1) to the Parties' attorneys, accountants or  
2 spouses, all of whom will be instructed to keep this Agreement confidential; (2) to  
3 counsel in a related matter; (3) to the extent necessary to report income to appropriate  
4 taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an  
5 inquiry or subpoena issued by a state or federal government agency. Each Party agrees to  
6 immediately notify each other Party of any judicial or agency order, inquiry, or subpoena  
7 seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel  
8 separately agree not to, directly or indirectly, initiate any conversation or other  
9 communication, before the filing of the Motion for Preliminary Approval, with any third  
10 party regarding this Agreement or the matters giving rise to this Agreement except to  
11 respond only that "the matter was resolved," or words to that effect. This paragraph does  
12 not restrict Class Counsel's communications with Class Members in accordance with  
13 Class Counsel's ethical obligations owed to Class Members.

14 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and  
15 employees will not solicit any Class Member to opt out of or object to the Settlement or  
16 appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class  
17 Counsel's ability to communicate with Class Members in accordance with Class  
18 Counsel's ethical obligations owed to Class Members.

19 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement,  
20 together with its attached exhibits, shall constitute the entire agreement between the  
21 Parties relating to the Settlement, superseding any and all oral representations,  
22 warranties, covenants, or inducements made to or by any Party.

23 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and  
24 represent that they are authorized by Plaintiff and Defendant, respectively, to take all  
25 appropriate action required or permitted to be taken by such Parties pursuant to this  
26 Agreement to effectuate its terms, and to execute any other documents reasonably  
27 required to effectuate the terms of this Agreement including any amendments to this  
28 Agreement.

- 12.6. Cooperation. The Parties and their counsel will cooperate and use their best efforts in good faith to implement the Settlement by, among other things, modifying the Settlement Agreement and submitting supplemental evidence, and supplementing points and authorities as requested by the Court. 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 or the Court for resolution.
- 12.7. 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 any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, 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.
- 12.9. 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 their representatives, and approved by the Court.
- 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11. Binding Agreement: The Parties warrant that they understand and have full authority to enter into this Settlement, intend that this Agreement will be fully enforceable and binding on all Parties (subject to preliminary and final approval being granted), and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding mediation confidentiality provisions that otherwise might apply under federal or state law. Plaintiff, and not her representative(s), must personally execute this Agreement. An authorized officer of Defendant must execute this Agreement on behalf of Defendant. The Agreement shall become binding pursuant to C.C.P. Section 664.6.

12.12. 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.

12.13. Cooperation in Drafting. The Parties have cooperated in drafting and preparing 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.

12.14. Confidentiality. To the extent permitted by law, all agreements made and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.15. Publicity. Plaintiff agrees not to disclose this settlement in any way, including but not limited to communications with other class members by text, social media, or otherwise. Class Counsel agrees not to publicize this settlement in any way, such as on their firm's website, or in any firm promotional materials, settlement periodicals, or social media posts.

12.16. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data and related materials provided to Class Counsel by Defendant in connection with the mediations, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or the California Rules of Court. Not later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiff/Class Representative and Class Counsel shall destroy all paper and electronic versions of any and all data and materials provided by Defendant pursuant to Evidence Code section 1152 unless, before the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of such material.

12.17. 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.

12.18. Calendar Days. Unless otherwise noted, all references 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.

12.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

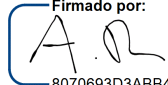
12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

*Signatures on the following page.*

**Plaintiff & Class Representative:**

3/27/2026

Dated: \_\_\_\_\_

Firmado por:  
  
8070693D3ABB408...

By: \_\_\_\_\_  
Plaintiff, Ariel Rayo (aka Carlos Treminio)

**Plaintiff's Counsel:**

Dated: 3/30/2026

**MOON LAW GROUP, P.C.**

By:   
Kane Moon

Attorneys for Plaintiff

**Defendant:**

Dated: \_\_\_\_\_, 2026

**KOIA ANAHEIM FACILITY, LLC**

By: \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**Defendant's Counsel:**

Dated: \_\_\_\_\_, 2026

**FOX ROTHSCHILD LLP**

By: \_\_\_\_\_  
Nancy Yaffe  
Steven Gallagher

Attorneys for Defendant

1 **Plaintiff & Class Representative:**

2  
3 Dated: \_\_\_\_\_, 2026

By: \_\_\_\_\_  
Plaintiff, Ariel Rayo (aka Carlos Treminio)

4  
5  
6 **Plaintiff's Counsel:**

7 Dated: \_\_\_\_\_, 2026

**MOON LAW GROUP, P.C.**

9 By: \_\_\_\_\_  
Kane Moon

10 Attorneys for Plaintiff

11  
12 **Defendant:**

13 Dated: \_\_\_\_\_, 2026  
14 03/30/2026

**KOIA ANAHEIM FACILITY, LLC**

15 By: Karen Howland  
16 \_\_\_\_\_  
Print Name

17 

18 \_\_\_\_\_  
Signature

19 CFO

20 \_\_\_\_\_  
Title

21  
22 **Defendant's Counsel:**

23 Dated: 3/30, 2026

**FOX ROTHSCHILD LLP**

24 

25 By: \_\_\_\_\_  
26 Nancy Yaffe  
27 Steven Gallagher

28 Attorneys for Defendant