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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

EPIPHANY SEAMAN, JAMIE GANGWER, COURTNEY ROSE, CASSANDRA STEINER, AUDREY TORRES, and SERENA NEGRETE, and on behalf of the State of California, as private attorney generals, Plaintiffs, vs. SAS RETAIL SERVICES, LLC, a Limited Liability Company; and DOES 1 through 50, inclusive, Defendants.	Case No. 30-2022-01292199-CU-OE-CXC Assigned for All Purposes to: Judge: Hon. Melissa R. McCormick Dept.: CX105 **NOTICE OF ENTRY OF JUDGMENT** Action Filed: November 17, 2022

TO THE COURT, THE CLERK OF THE COURT, EACH PARTY, AND TO THE COUNSEL OF RECORD FRO EACH PARTY:

YOU ARE HEREBY NOTIFIED that on November 10, 2026, the Court entered Judgment in the above-entitled action. A true and correct copy is attached as **Exhibit A**.

DATED: November 12, 2026

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: */s/ Christine T. LeVu*
Christine T. LeVu
Attorneys for Plaintiffs

Exhibit A

Transaction: 11779022

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER
NOV 10 2026
DAVID H. YAMASAKI, Clerk of the Court
BY: _____ DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

EPIPHANY SEAMAN, JAMIE GANGWER, COURTNEY ROSE, CASSANDRA STEINER, AUDREY TORRES, and SERENA NEGRETE, and on behalf of the State of California, as private attorney generals,

Plaintiff,

vs.

SAS RETAIL SERVICES, LLC, a Limited Liability Company; and DOES 1 through 50, inclusive,

Defendants.

Case No.: **30-2022-01292199-CU-OE-CXC**

ORDER GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT; AND ENTERING JUGDMENT

Judge: Hon. Melissa R. McCormick
Dept.: CX105

Action Filed: November 17, 2022

Plaintiffs Jamie Gangwer, Epiphany Seaman, Courtney Rose, Cassandra Steiner, Audrey Torres, and Serena Negrete ("Plaintiffs") move for approval of the settlement of Plaintiffs' claims under the California Labor Code Private Attorneys General Act ("PAGA"), pursuant to California Labor Code § 2699(s), against Defendant SAS Retail Services, LLC ("Defendant"). The court has read and considered the Settlement Agreement and Amendment thereto (together, the "Settlement" or the "Settlement Agreement," which is attached hereto as Exhibit 1), and all papers filed in support of Plaintiffs' motion for approval of the Settlement, and grants the motion as follows:

1. The court finds the Settlement fair, adequate and reasonable.

2. The Gross Settlement Amount is $1,560,534.58. The court approves the following deductions from the Gross Settlement Amount: (i) settlement administration expenses of $47,790 to Apex Class Action LLC; (ii) enhancement awards to Plaintiffs of $2,500 each (total $15,000); (iii) PAGA Counsel's Attorneys' Fees of $468,160.37; and (iv) PAGA Counsel's Attorneys' Expenses of $41,102.57. The Net Settlement Amount of amount of $988,481.64, which is the amount remaining of the Gross Settlement Amount after deduction of the above amounts shall be allocated 75% to the LWDA and 25% to the Aggrieved Employees as set forth in the Settlement.

3. The "Aggrieved Employees" are defined as all individuals who are or were employed by defendant SAS Retail Services, LLC in California and classified as a non-exempt employee at any time during the during the PAGA Period. The PAGA Period is the period from May 2, 2019 and ending June 15, 2025.

4. The Court, pursuant to Code of Civil Procedure § 664.6, retains jurisdiction to construe, interpret, implement, and enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

5. Attached hereto as Exhibit 2 is the Notice of PAGA Settlement which will be disseminated to the Aggrieved Employees. The notice of entry of the judgment shall be mailed to the Aggrieved Employees along with the Notice of Settlement.

6. The Parties, their Counsel and the Settlement Administrator are ordered to carry out their duties and obligations as set forth in the Settlement Agreement.

7. The court hereby enters judgment in accordance with the Settlement Agreement and this Order and Judgment.

8. The Final Accounting hearing is scheduled for August 19, 2027 at 9:00 a.m. in Department CX105. Plaintiffs shall submit a final administrator's report at least 9 court days before the hearing addressing the status of the settlement administration, including the actual amounts paid to the aggrieved employees and the other amounts distributed under the settlement, including any uncashed checks. Plaintiffs are ordered to give notice, including to the LWDA, and to file a proof of service.

IT IS SO ORDERED, ADJUDGED AND DECREED.

DATED: November 10, 2026

MELISSA R. MCCORMICK
JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

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PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND RELEASE

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiffs Jamie Gangwer ("Gangwer"), Epiphany Seaman ("Seaman"), Courtney Rose ("Rose"), Serena Negrete ("Negrete"), Audrey Torres ("Torres"), and Cassandra Steiner ("Steiner") (collectively, "Plaintiffs"), on behalf of themselves, the State of California, and all allegedly Aggrieved Employees (referred to herein as the "PAGA Members"), and Defendant SAS Retail Services, LLC ("Defendant") (collectively the "Parties"), subject to the approval of the Court, that the settlement of the Actions (as defined below) shall be effectuated upon and subject to the following terms and conditions.

I. RECITALS

WHEREAS, on February 14, 2019, Gangwer notified the California Labor Workforce Development Agency ("LWDA") of his intent to file an action against Defendant under California's Private Attorneys General Act, California Labor Code § 2698, *et seq.* ("PAGA") (the "Gangwer LWDA Letter"). Plaintiff allowed the LWDA an opportunity to investigate his claims as required by the Labor Code, and the LWDA opted not to do so;

WHEREAS, on February 28, 2019, Gangwer filed a Civil Complaint against Defendant in the Superior Court of California, County of Alameda, Case No. RG19008876, alleging a cause of action for Declaratory Relief and advising that he intended to bring a representative action under PAGA on behalf of himself and other merchandisers who worked for Defendant;

WHEREAS, on April 22, 2019, Gangwer filed a First Amended Complaint adding representative claims for relief under PAGA for alleged violations of the California Labor Code. Thereafter, Plaintiff moved to amend his Complaint again, and the Court entered an order permitting him leave to do so. On January 3, 2020, Gangwer filed a Second Amended Complaint alleging a single cause of action for penalties under PAGA for violations of Labor Code §§ 510, 558(a), 1197, 1197.1, and 2802 ("Gangwer Lawsuit");

WHEREAS, on July 8, 2022, Seaman and Rose notified the LWDA of their intent to file an action against Defendant under PAGA (the "Seaman & Rose LWDA Letter"). Seaman and Rose allowed the LWDA to investigate their claims as required by the Labor Code, and the LWDA opted not to do so;

WHEREAS, on November 17, 2022, Seaman and Rose filed a PAGA representative lawsuit against Defendant in the Superior Court of California, County of Orange, Case No. 30-2022-01292199-CU-OE-CXC, alleging a single cause of action for civil penalties for violations of Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 510, 512, 558(a), 1194, 1197, 1197.1, 1198, and 2802, California Code of Regulations, Title 8, Section 11040, and the applicable Wage Order(s) ("Seaman & Rose Lawsuit");

WHEREAS, the Parties participated in a private mediation with Tripper Ortman, on March 3, 2025;

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WHEREAS, the matter did not settle at mediation and, with the continued assistance of Mr. Ortman, the matter thereafter settled by way of the Parties accepting a mediator's proposal on April 16, 2025 and memorializing key terms in a Memorandum of Understanding ("MOU") that was fully executed by the Parties as of May 28, 2025;

WHEREAS, during the course of the Action, and in preparation for private mediation, the Parties engaged in significant formal and informal discovery, including the exchange of information and documents;

WHEREAS, pursuant to the terms of the Parties' settlement and their MOU, Plaintiffs filed a First Amended Representative Action Complaint in the Seaman & Rose Lawsuit that adds all Plaintiffs as PAGA representatives, as defined below, on August 25, 2025;

WHEREAS, Plaintiffs filed a Second Amended Representative Action Complaint in the Seaman & Rose Lawsuit that adds all Released Claims, as defined below, on November 24, 2025 (the Operative Complaint, as defined below);

WHEREAS, the Parties desire to settle, compromise, and avoid litigation relating to the claims described in the Action, and have agreed to settle the Action upon the terms and conditions and for the consideration set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed by and between the Parties hereto as follows:

II. SETTLEMENT TERMS

A. Definitions

1. "Action" means the case entitled *Epiphany Seaman and Courtney Rose, et al. v. SAS Retail Services, LLC*, Orange County Superior Court Case No. 30-2022-01292199-CU-OE-CXC, and the Operative Complaint in that matter.

2. "Aggrieved Employee Settlement Fund" means twenty-five percent (25%) of the Net Settlement Amount. Individual Settlement Payments to PAGA Members will be made from the Aggrieved Employee Settlement Fund.

3. "Agreement" or "Settlement Agreement" shall mean this Private Attorneys General Act Settlement Agreement and Release.

4. "Attorneys' Fees" means such attorneys' fees as the Court may award to Plaintiffs' Counsel for the services they have rendered and will render to the PAGA Members in the Action, and which shall not exceed thirty-three percent (33%) of the Gross Settlement Amount.

5. "Attorneys' Expenses" means such litigation costs as the Court may award to Plaintiffs' Counsel for the actual costs they have incurred and will incur in the investigation, litigation, and resolution of the Action, and in administration of the Settlement, and which are not expected to exceed $55,000.00.

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6. "Bi-Weekly Value" means the quotient of the Aggrieved Employee Settlement Fund divided by the Total Bi-Weekly Pay Periods.

7. "Court" shall mean the Orange County Superior Court, where the Action is venued, and specifically the Hon. Melissa R. McCormick, or such other judge as (a) may be assigned to the Action or (b) may sit in her stead.

8. "Defense Counsel" or "Defendant's Counsel" mean Fermin H. Llaguno, Nolan McCready, and Kimberly M. Shappley of Littler Mendelson, P.C.

9. "Effective Date" means the date this Settlement is approved, and the Court's order granting Settlement Approval and Final Judgment (as defined below).

10. "Final Judgment" means the latest of the following occurrences: (a) if no challenge to the Settlement Approval Motion is made, the day the Court approves the Settlement and enters judgment; (b) if any challenge is made to the Settlement Approval Motion the later of the following events: five (5) business days after the period for filing any appeal, writ, or other appellate proceeding challenging the Court's Settlement Approval and judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed; or, if any appeal , writ, or other appellate proceeding opposing the Court's Settlement Approval and judgment has been filed, five (5) business days after any appeal, writ, or other appellate proceedings opposing the Settlement has been finally and conclusively resolved (or withdrawn) in a way that does not alter the terms of the Settlement. In the event that: (i) the Court does not approve the Settlement; or (ii) conditions its approval on any material change to this Agreement, then Defendant's and Plaintiffs' Counsel shall expeditiously cooperate in good faith on behalf of the Parties by meeting in person or by telephone and/or video conference to modify the Agreement and otherwise satisfy the Court's concerns.

11. "Funding Date" means the date that is thirty (30) calendar days after the Effective Date. If the Funding Date falls on a weekend or holiday, it shall be extended to the following business day.

12. "Gross Settlement Amount" means the amount of One Million Seven Hundred Ten Thousand Dollars and No Cents ($1,608,000.00) that Defendant will pay if the Court approves this Settlement and the Effective Date occurs. The Gross Settlement Amount will fund: (a) the Aggrieved Employee Settlement Fund; (b) the LWDA Payment; (c) the award of Attorneys' Fees to Plaintiffs' Counsel; (d) the award of Attorneys' Expenses to Plaintiffs' Counsel; (e) the Service Awards to Plaintiffs; and (e) the Settlement Administration Costs. Other than as set forth in Paragraph E(1), below, under no circumstances will Defendant be required to pay more than the Gross Settlement Amount in order to settle the Action—that is, the PAGA representative action. In no event will any money revert to Defendant nor will claim forms be required.

13. "Individual PAGA Payment" means the portion of the Aggrieved Employee Settlement Fund allocated to each PAGA Member, as calculated pursuant to Paragraph C(13)

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below. One hundred percent (100%) of the Individual Settlement Payments made to PAGA Members shall be deemed miscellaneous income for which a Form 1099-MISC will be issued.

14. "LWDA Payment" means seventy-five percent (75%) of the Net Settlement Amount. The LWDA Payment will be issued to the LWDA.

15. "Net Settlement Amount" means the Gross Settlement Amount minus the Attorneys' Fees, Attorneys' Expenses, Service Awards, and Settlement Administration Costs. Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA and twenty-five percent (25%) will be distributed to PAGA Members.

16. "Notice" means the form of notice that will be sent to each PAGA Member accompanying their Individual PAGA Payments, which shall be substantially in the form attached hereto as **Exhibit A.**

17. "Operative Complaint" means the operative, Second Amended Representative Action Complaint filed by Plaintiffs in this matter, on November 24, 2025.

18. "PAGA Members" means all individuals employed by Defendant in hourly, non-exempt positions in California at any time during the PAGA Period, including but not limited to Plaintiffs.

19. "PAGA Member List" means the list of full names, most recent mailing addresses, Social Security numbers, and number of pay periods during the PAGA Period, as available and calculable, for all PAGA Members, which Defendant will diligently and in good faith compile from its records. To be eligible as a pay period, the PAGA Member must have worked at least one (1) shift during that pay period.

20. "PAGA Period" means the period from May 2, 2019, to April 16, 2025.

21. "Plaintiffs' Counsel" means Blumenthal Nordrehaug Bhowmik De Blouw LLP ("BNBD") and Gibbs Mura LLP ("Gibbs").

22. "Release" means Plaintiffs' agreement, in consideration of Defendant's promises and agreements as set forth herein, to fully release and discharge the Released Parties from any and all Released Claims.

23. "Released Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices submitted by Plaintiffs to the LWDA, which occurred during the PAGA Period, including all alleged PAGA violations of the Labor Code, including without limitation, §§ 201, 202, 203, 204, 210, 211, 218, 221, 223, 225.5, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, the applicable IWC Wage Order(s), and Cal. Code Regs., tit. 8, section 11040 and expressly excluding all other claims, including Plaintiffs' individual claims, which are subject to a separate release, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing

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Act, unemployment insurance, disability, social security, workers' compensation, and California class claims, and PAGA claims outside of the PAGA period; (B) all claims that Defendant is liable under PAGA for the attorneys' fees and costs incurred in the prosecution of this Action on behalf of the PAGA Members; (C) all claims that Defendant is liable under PAGA for any other remedies, penalties, or interest based on the facts alleged in the Action; and (D) all claims that Plaintiffs and/or the PAGA Members may have against the Released Parties relating to the payment, taxation, and allocation of attorneys' fees and costs to Plaintiffs' Counsel pursuant to this Settlement Agreement. The period of the release shall extend to the limits of the PAGA Period. The *res judicata* effect of the judgment will be the same as that of the Release. "Released Claims" does not include a release of individual claims the PAGA Members may have against the Released Parties. However, "Released Claims" does include a release of all individual PAGA claims (as defined above in this paragraph) the PAGA Members have against the Released Parties, excluding Plaintiffs' individual claims, which are subject to a separate agreement.

24. "Released Parties" means Defendant and its past, present and future parents, affiliates, subsidiaries, divisions, predecessors, successors, partners, joint venturers, affiliated organizations, shareholders, insurers, reinsurers and assigns, and each of their past, present and future officers, directors, trustees, agents, employees, attorneys, contractors, representatives, benefits plans sponsored or administered by the Released Parties, divisions, units, and branches, and any other persons or entities acting on behalf of or in concert with any of the foregoing or any persons who Defendant has an obligation to indemnify on account of the Released Claims.

25. "Service Award" means such compensation as the Court may award to Plaintiffs for their efforts during the Action, which shall not exceed Ten Thousand Dollars and No Cents ($10,000.00).

26. "Settlement Administrator" means Apex Class Action Administration ("Apex") , the third-party settlement administrator agreed upon by the Parties and appointed by the Court for the purposes of administering this Settlement. The Parties each represent that they have selected a Settlement Administrator that they do not have any financial interest in or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

27. "Settlement Administration Costs" means the amount from the Gross Settlement Amount which shall be allocated, subject to the Court's approval, to the Settlement Administrator for services rendered in administering the Settlement, and which shall not exceed $53,000 except for a showing of good cause and as approved by the Court.

28. "Settlement Approval" means the settlement approval order and Final Judgment that will be entered by the Court.

29. "Settlement Fund Account" means the bank account established by the Settlement Administrator pursuant to the terms of this Settlement Agreement, from which all monies payable under the terms of this Settlement shall be paid, as set forth herein.

30. "Total Bi-Weekly Pay Periods" means the total number of bi-weekly pay periods worked by all PAGA Members during the PAGA Period.

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31. "Void Date" means the 181st day after issuance of Individual Settlement Payment checks to PAGA Members, upon which the Individual Settlement Payment checks will no longer be valid and negotiable.

B. Consideration

1. No Admission of Liability. Defendant has contended and continues to contend that the allegations in the Action have no merit and do not give rise to liability. Defendant specifically denies all of the allegations in the Action. This Settlement Agreement is a compromise of disputed claims. Nothing contained in this Settlement Agreement, no documents referred to herein, and no action taken to carry out the terms of this Settlement Agreement may be construed or used as an admission by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever.

2. Monetary Settlement Components. Provided that the Court approves the Settlement and the Effective Date occurs, Defendant will pay the Gross Settlement Amount. Defendant will deposit the Gross Settlement Amount into the Settlement Fund Account, which shall be administered by the Settlement Administrator. All amounts to be paid pursuant to this Settlement Agreement shall be paid out of the Settlement Fund Account.

a. Attorneys' Fees. In full satisfaction of all claims Plaintiffs or Plaintiffs' Counsel may have for attorneys' fees arising out of the Action, the Parties agree that Plaintiff's Counsel will ask the Court for an amount not to exceed 1/3 of the Gross Settlement Amount, which shall be split 50/50 between BNBD and Gibbs. Defendant will not oppose a request made by Plaintiffs for an award of Attorneys' Fees within this amount. The Attorneys' Fees to be awarded to Plaintiffs is subject to the approval of the Court and will be paid only from the Gross Settlement Amount. Any portion of the Attorneys' Fees not awarded to Plaintiffs' Counsel will be added to the Net Settlement Amount. Plaintiffs understand and agree that this Settlement Agreement shall remain in full force and effect even if the full amount of Attorneys' Fees identified herein is not awarded by the Court. However, Plaintiffs' Counsel retains their right to appeal any decision by the Court regarding the Attorneys' Fees.

b. Attorneys' Expenses. In full satisfaction of all claims Plaintiffs or Plaintiffs' Counsel may have for litigation costs and expenses arising out of the Action, the Parties agree that Plaintiffs' Counsel will ask the Court for an amount not to exceed $55,000 from the Gross Settlement Amount as Attorneys' Expenses. Defendant will not oppose a request made by Plaintiff for an award of Attorneys' Expenses within this amount. The Attorneys' Expenses to be awarded to Plaintiffs' Counsel is subject to the approval of the Court and will be paid only from the Gross Settlement Amount. Any portion of the Attorneys' Expenses not awarded to Plaintiffs' Counsel will be added to the Net Settlement Amount. Plaintiffs and Plaintiff's Counsel

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understand and agree that this Settlement Agreement shall remain in full force and effect even if the full amount of Attorneys' Expenses identified herein is not awarded by the Court. However, Plaintiffs' Counsel retains their right to appeal any decision by the Court regarding the Attorneys' Expenses.

c. Service Awards. Plaintiffs may request an award not to exceed Ten Thousand Dollars and No Cents ($10,000.00) each as a Service Award that will be paid from the Gross Settlement Amount. Defendant will not oppose a request by Plaintiffs for Service Awards that are within this amount. The Service Awards are in addition to the payment that Plaintiffs are entitled to from the Net Settlement Amount and in addition to Plaintiffs' individual settlement agreements which are the subject of a separate settlement agreement. Any portion of the Service Awards not awarded to Plaintiffs will be added to the Net Settlement Amount. Plaintiffs understand and agree that this Settlement Agreement shall remain in full force and effect even if the full amount of the Service Awards identified herein is not awarded by the Court. The Service Awards shall not be subject to tax withholding and Plaintiffs will receive an IRS Form 1099 for those payments.

d. Settlement Administration Costs. A maximum of $53,00 from the Gross Settlement Amount will be allocated and paid to the Settlement Administrator. The Settlement Administration Costs to be paid to the Settlement Administrator are subject to the Court's approval and will be paid only from the Gross Settlement Amount. Any portion of the Settlement Administration Costs identified herein not ordered paid to the Settlement Administrator will be added to the Net Settlement Amount.

e. Net Settlement Amount. Seventy-five percent (75%) of the Net Settlement Amount will be paid to the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the Operative Complaint in the Action with respect to PAGA Members. The remaining twenty-five percent (25%) of the Net Settlement Amount will be paid to all PAGA Members pursuant to the calculation method set forth in Section C(13), below.

3. PAGA Members' and State of California Release. Upon the Effective Date, Plaintiffs, on behalf of themselves and all PAGA Members, and the State of California will release the Released Parties from the Released Claims during the PAGA Period. PAGA Members agree not to sue or otherwise make a claim against any of the Released Parties that seeks recovery for any of the Released Claims during the PAGA Period. It is the intent of the Parties that the Settlement approval order and Final Judgment entered by the Court shall have full *res judicata* effect and be final and binding upon PAGA Members regarding the Released Claims during the PAGA Period.

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C. Settlement Administration Procedures

1. Settlement Approval Motion. Following full execution of this Settlement Agreement, Plaintiffs will promptly request a hearing before the Court to seek approval of the Settlement on a date mutually available to Defendant. In conjunction with such hearing, Plaintiffs' Counsel will present this Settlement Agreement to the Court with a written motion for an order (a) approving and incorporating by reference the terms and conditions of the Settlement Agreement, (b) retaining jurisdiction over the parties under Code of Civil Procedure Section 664.4 to enforce the Settlement Agreement, and (c) dismissing the entire Action with prejudice. Plaintiffs' Counsel will be primarily responsible for drafting all documents necessary to obtain the above order and shall provide drafts of such documents for review by Defendant's counsel prior to the filing of same. Defendant will not oppose Plaintiffs' motion for Settlement Approval unless the motion is inconsistent with the terms set forth in this Settlement Agreement.

2. No Right of PAGA Member to Object or Opt-Out. The Parties agree there is no statutory right for any PAGA Member to object, opt out or otherwise exclude himself or herself from the Settlement. Nor is there any right for any PAGA Member to dispute the value of the Individual PAGA Payment provided to them under this Settlement. Except as otherwise stated, Plaintiffs will vigorously defend against any attempt by any PAGA Member or by any entity or agency to intervene in this matter or object to/opt-out of this Settlement. The Parties further agree there is no right or opportunity for any PAGA Member to appeal the approval of the Settlement by the Court. The Parties will jointly defend against any appeal taken by any PAGA Member of the Court's approval of the Settlement.

3. LWDA Notice. Pursuant to California Labor Code § 2699(*l*)(2), Plaintiffs' Counsel will provide a copy of this Settlement to the LWDA concurrently with the filing of the motion for Settlement Approval. Plaintiffs' Counsel will also file a declaration in support of the motion for Settlement Approval confirming that they have submitted the Settlement to the LWDA in compliance with Labor Code § 2699(*l*)(2). Pursuant to California Labor Code § 2699(*l*)(3), a copy of the Court's judgment and any other order issued in connection with this Settlement Agreement shall be submitted by Plaintiffs to the LWDA within ten (10) calendar days after entry of the judgment or order.

4. Judgment and Continued Jurisdiction. The Parties expressly request that, after entry of Final Judgment, the Court retain continuing and exclusive jurisdiction under Code of Civil Procedure Section 664.6 for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement Agreement; (b) matters relating to the administration of the Settlement; and (c) such post-judgment matters as may be appropriate under Court rules or as set forth in this Settlement Agreement. The Parties agree that the time within to bring this action to trial under CCP Section 583.310 shall be extended for a period of not less than one (1) year from May 27, 2025 until the entry of the order approving the Settlement or, if not entered, the date this Agreement shall no longer be of any force or effect.

5. Settlement Administrator. The Parties will retain Apex as the Settlement Administrator, subject to approval by the Court, to administer this Settlement. The Settlement Administrator will be responsible for: establishing the Settlement Fund Account; calculating

Individual PAGA Payments; preparing, printing, and mailing the Individual PAGA Payment Checks and accompanying Notice to PAGA Members; disbursing payment of Attorneys' Fees and Attorneys' Expenses to Plaintiffs' Counsel; disbursing the Service Awards to Plaintiffs; disbursing payment to the LWDA consisting of seventy-five percent (75%) of the Net Settlement Amount; printing and providing PAGA Members, Plaintiffs, and Plaintiffs' Counsel with IRS Forms 1099 as required under this Settlement Agreement and applicable law; providing a due diligence declaration for submission to the Court upon completion of the terms of the Settlement; and for such other tasks as the Parties mutually agree or the Court orders. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities, and shall not mail any payments to Plaintiffs, the LWDA, Plaintiffs' counsel or any PAGA Member unless and until the Settlement Administrator receives approval by the Parties to do so. Any legally mandated tax reports, tax filings, or other tax documents required by the administration of this Settlement shall be prepared by the Settlement Administrator. Any expenses incurred in connection with such preparation shall be part of the Settlement Administration Costs.

6. PAGA Member List. The PAGA Member List shall be used solely for the administration of this Settlement and for no other purpose, and shall not be shared with any persons or entity not employed by the Settlement Administrator and working on the administration of this Settlement. Because PAGA Members' sensitive personal information is included in the PAGA Member List, the Settlement Administrator shall maintain the PAGA Member List securely and in confidence, maintaining the strictest standards of data privacy. Access to the PAGA Member List shall be limited to employees of the Settlement Administrator with a need to use the PAGA Member List for administration of this Settlement. The Settlement Administrator shall permanently delete and destroy all electronic and hard copies of the PAGA Member List in its possession once settlement administration is concluded.

7. Funding of the Settlement. On or before the Funding Date, Defendant shall fund the Settlement by depositing the Gross Settlement Amount into the Settlement Fund Account to be established by the Settlement Administrator.

8. Payment of Attorneys' Fees and Attorneys' Expenses. Within fourteen (14) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Attorneys' Fees and Attorneys' Expenses to Plaintiff's Counsel. Plaintiff's Counsel agrees to provide the Settlement Administrator with an executed IRS Form W-9 before payments for Attorneys' Fees and Attorneys' Expenses are issued. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff's Counsel for the payments made pursuant to this Paragraph. Defendant's payment of the Attorneys' Fees and Attorneys' Expenses to Plaintiff's Counsel shall constitute full satisfaction of the obligation to pay any and all attorney's fees, expenses, and/or costs pertaining to the Action or the settlement of the Action as set forth in this Settlement Agreement.

9. Payment of Representative Enhancement Awards. Within fourteen (14) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Service Awards to Plaintiffs.

10. Settlement Administration Costs. Within fourteen (14) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Settlement Administration Costs.

11. Payment to LWDA. Within fourteen (14) calendar days following the Funding Date, the Settlement Administrator shall issue from the Settlement Fund Account a check payable to the LWDA for seventy-five percent (75%) of the Net Settlement Amount.

12. Individual PAGA Payments. Within fourteen (14) calendar days following the Funding Date, the Settlement Administrator shall mail the Individual PAGA Payments to the PAGA Members' last known mailing address. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the Void Date will be sent promptly via regular First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address or Social Security number of the PAGA Member involved, and will then perform a single re-mailing. Absent good cause, any check re-mailings will not extend the 180-day period to cash a check. Any checks issued to PAGA Members shall remain valid and negotiable for one hundred and eighty (180) calendar days from the date of their issuance and then shall become void on the 181st day after issuance, *i.e.*, the Void Date. Within fourteen (14) calendar days after the Void Date, any unclaimed funds in the Settlement Fund Account as a result of the failure to cash Individual PAGA Payment checks prior to the Void Date shall be paid by the Settlement Administrator to the State Controller Unclaimed Property Fund in the name of the individual who failed to cash their check.

13. Calculation of Individual PAGA Payments. All PAGA Members will receive an Individual PAGA Payment. The amount of each PAGA Member's Individual PAGA Payment will be calculated based on the total number of bi-weekly pay periods each PAGA Member worked as a non-exempt hourly employee in California during the PAGA Period. The PAGA Member must have worked one (1) or more shifts in order for a bi-weekly pay period to count as "worked." The Bi-Weekly Value will be calculated once the Net Settlement Amount and Aggrieved Employee Settlement Fund are determined based on the amounts approved by the Court for the Attorneys' Fees, Attorneys' Expenses, the Representative Enhancement Award, and Settlement Administration Costs. The Bi-Weekly Value will be the quotient of dividing the Aggrieved Employee Settlement Fund by the Total Bi-Weekly Pay Periods. The Bi-Weekly Value will be rounded to the nearest cent. If there are any settlement funds remaining in the Settlement Fund Account due to rounding the Bi-Weekly Value to the nearest cent, those funds will be paid to the LWDA in addition to the LWDA Payment. The Individual PAGA Payment to each PAGA Member will be determined by multiplying the Bi-Weekly Value and the total number of bi-weekly pay periods each PAGA Member worked as a PAGA Member in California during the PAGA Period.

14. Tax Treatment of Individual PAGA Payments. One hundred percent (100%) of each Individual PAGA Payment shall be allocated to miscellaneous income for which an IRS Form 1099-MISC will issue, if required by law.

15. Administration of Taxes. The Settlement Administrator will be responsible for issuing to Plaintiffs, PAGA Members, and Plaintiff's Counsel, IRS Form 1099s or other tax forms as may be required by law for all amounts paid pursuant to this Settlement, and for forwarding all penalties to the appropriate government authorities.

16. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties. Plaintiffs' Counsel shall file this declaration with the Court according to the deadline set by the Court.

D. Dismissal of Gangwer Lawsuit and Plaintiffs' Individual Settlements

1. Plaintiffs agree that the Gangwer Lawsuit shall be dismissed with prejudice upon approval of the Settlement and funding of the Gross Settlement Amount.

2. Plaintiffs further agree to execute standalone general releases and that execution of those general releases is a condition precedent to enforcement of this Agreement.

E. Miscellaneous Provisions

1. Pay Periods/Escalator Clause. This PAGA Only settlement is based on the fact that on the date of mediation, March 3, 2025, there were approximately 252,000 PAGA Pay Periods from May 2, 2019, through the date of mediation on March 3, 2025. Following the mediation, the Parties agreed to end the PAGA Period at April 16, 2025. Should this number of PAGA Pay Periods in the PAGA Period increase by 10% or more (252,000 plus 10% of 252,000, or 277,200), then the Gross Settlement Amount will also be proportionally increased by the amount in excess of such 10% threshold (for example, if such increase in pay periods were 0.001% over, then the Gross Settlement Amount would increase 0.001%), or Defendant will have the option of moving the end date of the PAGA Period back to such date that there are no more than 252,000 PAGA Pay Periods. Prior to filing for approval, Defendant will send the Aggrieved Employee Data List and information regarding the number of PAGA Pay Periods for each Employee to the Administrator, who will then calculate the total number of Aggrieved Employees and PAGA Pay Periods and then the Parties will submit a declaration from the Administrator to the Court confirming the same with the approval motion.

2. Remedial Measures. As part of this settlement, Defendant has undergone, and will continue to undergo, a review of its policies and practices as to the claims asserted in the Action, and has undertaken and/or will undertake any appropriate changes or revisions of said policies and practices.

3. No Effect on Employee Benefits. Amounts paid to Plaintiffs and other PAGA Members pursuant to this Settlement Agreement do not count as earnings or compensation for purposes of any benefits (e.g., 401(k) plans or retirement plans) sponsored by Defendant, if applicable.

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4. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and the Parties are not relying on any statement, representation, or calculation by any of the Parties or by the Settlement Administrator in this regard.

5. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT. Defendant, Defendant's Counsel, Plaintiffs, and Plaintiffs' Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs and PAGA Members are not relying on any statement, representation, or calculation by Defendant, Defendant's Counsel, or by the Settlement Administrator in this regard. Plaintiffs and PAGA Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein.

6. Plaintiffs Solely Responsible. Each Plaintiff understands and agrees that he or she will be solely responsible for the payment of any taxes and penalties assessed on the Service Awards and will hold Defendant, Defendant's Counsel, the Released Parties, and the Settlement Administrator free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.

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

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

9. Voiding of Settlement. While unanticipated based on the precedent set by *Turrieta v. Lyft, Inc.*, 16 Cal.5th 661 (2024), upon which the Parties are relying, the Parties agree that Defendant has the unfettered, unilateral right to withdraw from this Settlement, upon notice to Plaintiff's counsel, should either of the following occur:

a. There is a successful intervention in this action, including but not limited to by plaintiff(s) or their attorneys in other pending class and/or PAGA actions against Defendant; or

b. There is a successful objection to the proposed Settlement, including but not limited to a successful objection by the attorneys for the plaintiffs in other pending class and/or PAGA actions against Defendant.

10. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties' settlement terms, and no oral or written representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in the Settlement Agreement and its Exhibits. This Settlement Agreement replaces and supersedes the Term Sheet.

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

12. Authorization to Enter Into Settlement Agreement. The Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms. The person or persons signing this Settlement Agreement on behalf of Defendant represent and warrant that he/she/they are authorized to sign this Settlement Agreement on behalf of Defendant. Plaintiffs represent and warrant that they are authorized to sign this Settlement Agreement and that they have not assigned any claim covered by this Settlement to a third party.

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

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

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

16. Execution and Counterparts. This Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, scanned, and e-mailed copies of the signature page, will be deemed to be one and the same instrument. Additionally, the Agreement may electronically signed, including by DocuSign or other verifiable electronic signature methods, pursuant to California Civil Code section 1633.7.

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

18. Waiver of Certain Appeals. In the event the Court grants Approval of this Settlement, the Parties agree to waive appeals concerning this Settlement except as to the right to appeal Attorneys' Fees and/or Expenses in the event it is not approved as described above.

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

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

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

22. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

23. Publicity. The Parties agree that Plaintiffs will not communicate the fact of, or the terms of, this Settlement to members of the press, including to Verdicts and Settlements. The

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Parties and their attorneys also agree not to publish the fact of, or terms of, this Settlement or any related information on their website, for advertising purposes and/or in publication materials generally available to the public. Plaintiffs' Counsel may, however, for the limited purpose of allowing Plaintiffs' Counsel to prove adequacy as counsel in other actions, may disclose in court filings information available in the public records about the Action and Settlement.

It is hereby agreed.

Dated: 12/30/2025

Jamie Gangwer
On his own behalf, on behalf of alleged PAGA Members, and as representative of the State of California

Dated: 12/11/2025

Epiphany Seaman
Epiphany Seaman (Dec 11, 2025 16:45:35 PST)
Epiphany Seaman
On her own behalf, on behalf of alleged PAGA Members, and as representative of the State of California

Dated: 12/12/2025

Courtney Rose (Dec 12, 2025 09:51:09 PST)
Courtney Rose
On her own behalf, on behalf of alleged PAGA Members, and as representative of the State of California

Dated: 12/23/2025

Serena Negrete (Dec 23, 2025 11:19:27 PST)
Serena Negrete
On her own behalf, on behalf of alleged PAGA Members, and as representative of the State of California

Dated: 12/13/2025

Audrey Real Torres
Audrey Real Torres (Dec 13, 2025 15:01:41 PST)
Audrey Torres
On her own behalf, on behalf of alleged PAGA Members, and as representative of the State of California

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Dated: 12/11/2025

Cassandra Steiner (Dec 11, 2025 22:51:37 PST)

Cassandra Steiner
On her own behalf, on behalf of alleged PAGA Members, and as representative of the State of California

SAS RETAIL SERVICES, LLC

Dated: 01/06/2026

Rhianna S. Hughes

By: Rhianna S. Hughes
Its: SVP, Assistant General Counsel

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Approved as to form:

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Dated: 1/7/25

Kyle Nordrehaug
Attorneys for Plaintiffs Epiphany Seaman, Courtney Rose, Serena Negrete, Audrey Torres, and Cassandra Steiner, on their own behalf and on behalf of alleged Aggrieved Employees

GIBBS MURA LLP

Dated: 1/7/2026

Steven Tindall
Attorneys for Plaintiff Jamie Gangwer, on his own behalf and on behalf of alleged Aggrieved Employees

Approved as to form:

LITTLER MENDELSON, P.C.

Dated: 01/07/2026

Fermin H. Llaguno
Nolah McCready
Kimberly M. Shappley
Attorneys for Defendant SAS Retail Services, LLC

4923-2101-9427.4 / 121498.1004

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AMENDMENT TO THE PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiffs Jamie Gangwer ("Gangwer"), Epiphany Seaman ("Seaman"), Courtney Rose ("Rose"), Serena Negrete ("Negrete"), Audrey Torres ("Torres"), and Cassandra Steiner ("Steiner") (collectively, "Plaintiffs"), on behalf of themselves, the State of California, and all allegedly Aggrieved Employees (referred to herein as the "PAGA Members"), and Defendant SAS Retail Services, LLC ("Defendant") (collectively the "Parties"), subject to the approval of the Court, to amend and modify the Private Attorney General Action Settlement Agreement and Release and the exhibits thereto, filed on April 9, 2026 as Exhibit 1 to the Notice of Errata [ROA #208], with this Amendment to the Private Attorney General Action Settlement Agreement and Release ("Amendment") as follows:

I. RECITALS

WHEREAS, on March 9, 2026, Plaintiffs filed a Third Amended Representative Action Complaint in the Seaman & Rose Lawsuit to reflect the correct PAGA Period and the include Labor Code § 216;

II. SETTLEMENT TERMS

A. Definitions

3. "Agreement or "Settlement Agreement" shall mean collectively the Private Attorney General Action Settlement Agreement and Release and the Amendment thereto.

4. "Attorneys' Fees" means such attorneys' fees as the Court may award to Plaintiffs' Counsel for the services they have rendered and will render to the PAGA Members in the Action, and which shall not exceed thirty percent (30%) of the Gross Settlement Amount.

16. "Notice" means the form of notice that will be sent to each PAGA Member accompanying their Individual PAGA Payments, which shall be substantially in the form attached hereto to the Amendment as **Exhibit A.**

17. "Operative Complaint" means the operative, Third Amended Representative Action Complaint filed by Plaintiffs on March 9, 2026.

23. "Released Claims" means all claims for civil penalties available under PAGA based on the facts stated in the Operative Complaint and the PAGA Notices submitted by Plaintiffs to the LWDA, which occurred during the PAGA Period, including all alleged PAGA violations of the Labor Code, including without limitation, §§ 201, 202, 203, 204, 210, 211, 218, 221, 223, 225.5, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, the applicable IWC Wage Order(s), and Cal. Code Regs., tit. 8, section 11040 and expressly excluding all other claims, including Plaintiffs'

individual claims, which are subject to a separate release, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims, and PAGA claims outside of the PAGA period.. The *res judicata* effect of the judgment will be the same as that of the Release. "Released Claims" do not include a release of individual claims the PAGA Members may have against the Released Parties. However, the "Released Claims" do include a release of all individual PAGA claims (as defined above in this paragraph) the PAGA Members have against the Released Parties, excluding Plaintiffs' individual claims, which are subject to a separate agreement.

24. "Released Parties" means Defendant and its past, present and future parents, subsidiaries, divisions, predecessors, successors, and shareholders.

25. "Service Award" means such compensation as the Court may award to Plaintiffs for their efforts during the Action, which shall not exceed Two Thousand Five Hundred Dollars and No Cents ($2,500.00).

B. Consideration

2. Monetary Settlement Components. Provided that the Court approves the Settlement and the Effective Date occurs, Defendant will pay the Gross Settlement Amount. Defendant will deposit the Gross Settlement Amount into the Settlement Fund Account, which shall be administered by the Settlement Administrator. All amounts to be paid pursuant to this Settlement Agreement shall be paid out of the Settlement Fund Account.

a. Attorneys' Fees. In full satisfaction of all claims Plaintiffs or Plaintiffs' Counsel may have for attorneys' fees arising out of the Action, the Parties agree that Plaintiff's Counsel will ask the Court for an amount not to exceed thirty percent (30%) of the Gross Settlement Amount, which shall be split 50/50 between BNBD and Gibbs. Defendant will not oppose a request made by Plaintiffs for an award of Attorneys' Fees within this amount. The Attorneys' Fees to be awarded to Plaintiffs is subject to the approval of the Court and will be paid only from the Gross Settlement Amount. Any portion of the Attorneys' Fees not awarded to Plaintiffs' Counsel will be added to the Net Settlement Amount. Plaintiffs understand and agree that this Settlement Agreement shall remain in full force and effect even if the full amount of Attorneys' Fees identified herein is not awarded by the Court. However, Plaintiffs' Counsel retains their right to appeal any decision by the Court regarding the Attorneys' Fees.

c. Service Awards. Plaintiffs may request an award not to exceed Two Thousand Five Hundred Dollars and No Cents ($2,500.00) each as a Service Award that will be paid from the Gross Settlement Amount. Defendant will not oppose a request by Plaintiffs for Service Awards that are within this amount. The Service Awards are in addition to the payment that Plaintiffs are entitled to from the Net Settlement Amount and in addition to Plaintiffs'

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individual settlement agreements which are the subject of a separate settlement agreement. Any portion of the Service Awards not awarded to Plaintiffs will be added to the Net Settlement Amount. Plaintiffs understand and agree that this Settlement Agreement shall remain in full force and effect even if the full amount of the Service Awards identified herein is not awarded by the Court. The Service Awards shall not be subject to tax withholding and Plaintiffs will receive an IRS Form 1099 for those payments.

d. Settlement Administration Costs. A maximum of $53,000 from the Gross Settlement Amount will be allocated and paid to the Settlement Administrator. The Settlement Administration Costs to be paid to the Settlement Administrator are subject to the Court's approval and will be paid only from the Gross Settlement Amount. Any portion of the Settlement Administration Costs identified herein not ordered paid to the Settlement Administrator will be added to the Net Settlement Amount.

3. PAGA Members' Release. Upon the Funding Date, Plaintiffs, on behalf of themselves and all PAGA Members, will release the Released Parties from the Released Claims during the PAGA Period. It is the intent of the Parties that the Settlement approval order and Final Judgment entered by the Court shall have full *res judicata* effect and be final and binding upon PAGA Members regarding the Released Claims during the PAGA Period.

E. Miscellaneous Provisions

1. Pay Periods/Escalator Clause. This PAGA Only settlement is based on the fact that on the date of mediation, March 3, 2025, there were approximately 252,000 PAGA Pay Periods from May 2, 2019, through the date of mediation on March 3, 2025. Following the mediation, the Parties agreed to end the PAGA Period at June 15, 2025. Should this number of PAGA Pay Periods in the PAGA Period increase by 10% or more (252,000 plus 10% of 252,000, or 277,200), then the Gross Settlement Amount will also be proportionally increased by the amount in excess of such 10% threshold (for example, if such increase in pay periods were 0.001% over, then the Gross Settlement Amount would increase 0.001%). Prior to filing for approval, Defendant will send the Aggrieved Employee Data List and information regarding the number of PAGA Pay Periods for each Employee to the Administrator, who will then calculate the total number of Aggrieved Employees and PAGA Pay Periods and then the Parties will submit a declaration from the Administrator to the Court confirming the same with the approval motion.

It is hereby agreed.

Dated: 10 / 20 / 2026

Jamie Gangwer
On his own behalf, on behalf of alleged PAGA Members, and as representative of the State of California

Dated: 10/09/2026

Epiphany Seaman (Oct 9, 2026 11:17:39 PDT)
Epiphany Seaman
On her own behalf, on behalf of alleged PAGA Members, and as representative of the State of California

Dated: 10/13/2026

Courtney Rose (Oct 13, 2026 16:18:05 PDT)
Courtney Rose
On her own behalf, on behalf of alleged PAGA Members, and as representative of the State of California

Dated: 10/15/2026

Serena Negrete (Oct 15, 2026 19:03:04 PDT)
Serena Negrete
On her own behalf, on behalf of alleged PAGA Members, and as representative of the State of California

Dated: 10/09/2026

Audrey Torres (Oct 9, 2026 10:30:33 PDT)
Audrey Torres
On her own behalf, on behalf of alleged PAGA Members, and as representative of the State of California

Dated: 10/14/2026

Cassandra Steiner (Oct 14, 2026 08:45:26 PDT)
Cassandra Steiner
On her own behalf, on behalf of alleged PAGA Members, and as representative of the State of California

SAS RETAIL SERVICES, LLC

Dated: 10/20/2026

Rhianna S. Hughes

By: Rhianna Hughes
Its: Chief Legal Officer & Corporate Secretary

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Approved as to form:

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Dated: 10/16/26

Kyle Nordrehaug
Attorneys for Plaintiffs Epiphany Seaman, Courtney Rose, Serena Negrete, Audrey Torres, and Cassandra Steiner, on their own behalf and on behalf of alleged Aggrieved Employees

GIBBS MURA LLP

Dated: 10/20/2026

Steven Tindall
Attorneys for Plaintiff Jamie Gangwer, on his own behalf and on behalf of alleged Aggrieved Employees

Approved as to form:

LITTLER MENDELSON, P.C.

Dated: 10/20/2026

Fermin H. Llaguno
Nolan McCready
Kimberly M. Shappley
Attorneys for Defendant SAS Retail Services, LLC

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EXHIBIT 2

NOTICE OF PAGA SETTLEMENT

Epiphany Seaman, et al. v. SAS Retail Services, LLC,
Superior Court of the State of California, County of Orange, Case No. 30-2022-01292199-CU-OE-CXC

Apex Class Action Administration
P.O. Box
Telephone:

«Barcode» «BarcodeString»
SIMID «SIMID»
«FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

You are receiving this notice as a result of a lawsuit brought on a representative basis under the California Private Attorneys General Act, Labor Code § 2698 *et seq.* ("PAGA") by Plaintiffs Jamie Gangwer, Epiphany Seaman, Courtney Rose, Serena Negrete, Audrey Torres, and Cassandra Steiner (collectively "Plaintiffs") acting in a private attorney general capacity against Defendant SAS Retail Services, LLC (the "Action"). PAGA permits employees to bring an action on behalf of the State of California to recover civil penalties for Labor Code violations; 75% of the penalties recovered are paid to the Labor and Workforce Development Agency (LWDA) and 25% to the aggrieved employees. Through the Action, Plaintiffs sought to recover civil penalties for purported violations of the California Labor Code on behalf of all individuals employed by Defendant in hourly, non-exempt positions in California at any time during the PAGA Period (the "Settlement Employees"). The PAGA Period is May 2, 2019, through June 15, 2025.

Plaintiffs' Third Amended Complaint ("Operative Complaint") alleges that Defendant failed to pay its Settlement Employees for the full amount of time they actually drove for Defendant, in violation of both minimum wage and overtime laws. Plaintiffs allege that rather than record the actual time Settlement Employees spend driving, Defendant enters the starting and ending locations into an application that generates a purported average drive time and distance for the trip. These generated figures were not tailored to the distance actually driven by the Settlement Employees or the time the drive actually took for Settlement Employees to drive said miles. As a result, Settlement Employees were regularly not paid for "all hours worked," nor for their corresponding overtime. Moreover, Plaintiffs allege that Defendants' failed to provide 30-minute meal periods before the end of the fifth hour of work. Defendant erroneously calculated the fifth hour of work from the time the Settlement Employees started working at their assigned location, rather than when they started driving. Similarly, because Defendant did not accurately track the time when Plaintiffs were on the clock, Plaintiffs allege rest periods were also non-compliant and untimely. Last, Plaintiffs allege that Defendant failed to include non-discretionary compensation, including: "Client IC Bonus Reduction", "Admin Bonus", "Employee Referral", "Retention Bonus", "ASM Bonus", "Spot Bonus", and "Signing Bonus" to the Settlement Employees' regular rate of pay, which resulted in an underpayment of overtime. Last, Plaintiffs allege that Defendant paid Settlement Employees at a rate lower than the IRS' standard mileage rate, resulting in inadequate business expense reimbursements. Plaintiffs further allege that Defendant failed to reimburse Settlement Employees for the business use of their personal cell phones, paid sick leave at the base rate rather than the regular rate of pay, provided wage statements that did not accurately reflect total hours worked, failed to timely pay wages during employment and at separation, and made unlawful deductions from wages, giving rise to claims for inaccurate wage statements, late payment of wages, and waiting time penalties.

Defendant denies all claims and allegations in the Action, denies that it owes any penalties to Plaintiffs and/or the Settlement Employees, and asserts that it has fully complied with all applicable Labor Code and all other provisions of law noted below. Nevertheless, to avoid further costs and time in defending the Action, Defendant has settled the Action, and the Court has approved the settlement and release of all "Released PAGA Claims". "Released PAGA Claims" are all claims for civil penalties available under PAGA based on the facts stated in the Operative Complaint and the PAGA Notices submitted by Plaintiffs to the LWDA, which occurred during the PAGA Period, including all alleged PAGA violations of the Labor Code, including without limitation, §§ 201, 202, 203, 204, 210,

211, 218, 221, 223, 225.5, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, the applicable IWC Wage Order(s), and Cal. Code Regs., tit. 8, section 11040 and expressly excluding all other claims, including Plaintiffs' individual claims, which are subject to a separate release, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims, and PAGA claims outside of the PAGA period. . The *res judicata* effect of the judgment will be the same as that of the Release. "Released Claims" do not include a release of individual claims the PAGA Members may have against the Released Parties. However, the "Released Claims" do include a release of all individual PAGA claims (as defined above in this paragraph) the PAGA Members have against the Released Parties, excluding Plaintiffs' individual claims, which are subject to a separate agreement. By Judgment dated November , 2026, the Superior Court of California for the County of Orange approved the settlement of the Action and the Released PAGA Claims.

The Agreement negotiated by the Parties provides for a "Gross Settlement Amount" payment in the amount of $1,560,534.58 to resolve the Released PAGA Claims. After certain deductions, the amount remaining is the Net Settlement Amount, which is estimated to be no less than $988,481.64. Of the Net Settlement Amount, seventy-five percent (75%) (no less than $741,361.23) will be paid to the LWDA and the remaining twenty-five percent (25%) (no less than $247,120.41) will be paid to the Settlement Employees.

The Individual PAGA Payment for each Settlement Employee shall be based on the number of pay periods each Settlement Employee worked during the PAGA Period as a Settlement Employee, as a percentage of the total pay periods worked by *all* Settlement Employees from May 2, 2019 to June 15, 2025.

The Parties agree there is no statutory right for any Settlement Employee to object, opt out or otherwise exclude himself or herself from the Settlement. Nor is there any right for any Settlement Employee to dispute the value of the Individual PAGA Payment provided to them under this Settlement. All Settlement Employees are bound by the Release of PAGA Claims even if they do not cash their Individual PAGA Payment checks.

According to the Defendant's records, you are an Settlement Employee and are therefore eligible to receive an Individual PAGA Payment under the Court-approved allocation which is based upon the pay periods you worked during the PAGA Period. The enclosed settlement check shall remain valid for 180 days after mailing. After the void date, the Administrator shall transmit the funds represented by such checks to State Controller Unclaimed Property Fund in the name of the individual who failed to cash their check.

Please Note: One hundred percent (100%) of your payment will be considered civil penalties; may be subject to local, state, and/or federal tax withholdings; and will be reported to the IRS and applicable state tax authorities. You should rely on your own tax advisors as to the tax consequences of your Individual PAGA Payment. One hundred percent (100%) of each Individual PAGA Payment shall be allocated to miscellaneous income for which an IRS Form 1099-MISC will issue, if required by law. Neither Plaintiff nor Defendant have made or will make any representations or warranties regarding the taxation of your Individual PAGA Payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

Do not call or write the Court or Office of the Clerk to ask questions about the settlement or your Individual PAGA Payment. If you have any questions, you may call or write to Apex (the Administrator) using the contact information at the top of this correspondence.

NOTICE OF PAGA SETTLEMENT

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Christine T. LeVu, am a citizen of the United States and a resident of the State of California. I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037. On November 9, 2026, I served the document(s) described as:

1. [PROPOSED] ORDER AND JUDGMENT APPROVING PAGA SETTLEMENT

X (BY ELECTRONIC SERVICE): I provided the documents referenced above electronically via electronic mail (e-mail) to counsel for Defendant at the following e-mail address(es):

Fermin H. Llaguno
Nolan McCready
Kimberly Shappley
Alan Sims
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18565 Jamboree Rd, Ste 800
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Steven Tindall (SBN 187862)
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505 14th Street, Suite 110
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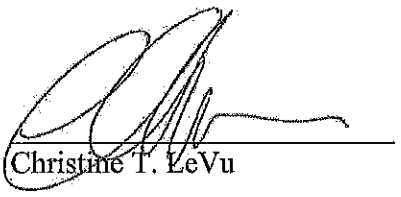
smt@classlawgroup.com
ewt@classlawgroup.com

Attorneys for *Plaintiff* JAMIE GANGWER

X **(State)**: I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 9, 2026, at San Diego, California.



Christine T. LeVu

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Yesenia Silva, am a citizen of the United States and a resident of the State of California. I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037. On November 12, 2026, I hereby certify the following document(s):

1. **NOTICE OF ENTRY OF JUDGMENT**

X **(ONLINE TO THE LWDA):** I caused the above-described document(s) to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

X **(BY ELECTRONIC SERVICE)**: I provided the documents referenced above electronically via electronic mail (e-mail) to counsel for Defendant and Plaintiff at the following e-mail address(es):

Fermin H. Llaguno
Nolan McCready
Kimberly Shappley
Alan Sims
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smt@classlawgroup.com
ewt@classlawgroup.com

Counsel for Plaintiff JAMIE GANGWER

X (State): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 12, 2026, at San Diego, California.

Yesenia Silva