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PAGA SETTLEMENT AGREEMENT

Subject to court approval, this PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Cassandra Kaye Camahalan ("Plaintiff"), individually and on behalf of the Settlement, and Defendant Red Ribbon Bakeshop, Inc. (hereinafter, "Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties" or as a "Party."

1. DEFINITIONS.

1.1. "Action" means Plaintiff's lawsuit alleging wage and hour violations against Defendant captioned *Cassandra Kaye Camahalan, et al. v. Red Ribbon Bakeshop, Inc., et al.*; Case No. 25CU016819C, pending in San Diego County Superior Court.

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

1.3. "Administrator" means CPT Group, Inc.

1.4. "Administration Expenses" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its costs in accordance with the Administrator's bid as approved by the Court. The Administration Expenses shall not exceed $10,000, except for a showing of good cause and as approved by the Court.

1.5. "Aggrieved Employees" means all individuals currently or formerly employed by Defendant in California as hourly, non-exempt employees during the PAGA Period.

1.6. "Approval" means the Court's order granting approval of the Settlement.

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

1.8. "Attorneys' Fees" means the amounts allocated to Plaintiff's Counsel for reimbursement of reasonable attorneys' fees in connection with this Settlement in an amount not to exceed 33.33% of the Gross Settlement Amount.

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

1.10. "Defense Counsel" means the captioned counsel of record from the law firm of Atkinson, Andelson, Loya, Ruud & Romo.

1.11. "Effective Date" means the date on which the Court enters Judgment on its order granting approval of the PAGA settlement and the Judgment is final. The Judgment will be final on the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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1.12. "Employee Data" means all Aggrieved Employees' identifying information in Defendant's possession including their names, last-known mailing addresses, Social Security numbers, and number of PAGA Pay Periods.

1.13. "Gross Settlement Amount" means **$290,000**, which is the total amount Defendant(s) agree(s) to pay under the Settlement, subject to the terms and conditions of this Settlement.

1.14. "Individual PAGA Payments" means the Aggrieved Employees' individual pro rata share of the Net PAGA Payment, calculated according to the number of PAGA Pay Periods.

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

1.16. "Litigation Costs" means the amount incurred by Plaintiff's Counsel to prosecute the Action, currently estimated not to exceed $25,000, subject to change with proof and Court approval.

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

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

1.19. "Net PAGA Payment" means the 35% share of the PAGA Payment allocated to be paid to the PAGA Employees under Labor Code section 2699, subd. (m).

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

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

1.22. "PAGA Counsel" means the captioned counsel of record from Ferraro Vega Employment Lawyers, Inc.

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

1.24. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

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

1.26. "PAGA Payment" means $150,343, which is the amount provided in exchange for the release of the PAGA claims addressed in this Settlement, and which shall be paid from the Gross Settlement Amount, with 65% ($97,722.95) of the PAGA Payment constituting

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the LWDA Payment, with the remaining 35% ($52,620.05) constituting the Net PAGA Payment to be allocated and paid to Aggrieved Employees.

1.27. "PAGA Period" means March 18, 2024, through June 14, 2026 (subject to paragraph 7).

1.28. "Plaintiff's Counsel" means the captioned counsel of record from Ferraro Vega Employment Lawyers, Inc.

1.29. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.30. "Released PAGA Claims" means any and all claims and causes of action for civil penalties that were alleged, or that reasonably could have been alleged, based on the facts stated in the PAGA Notice and/or the Operative Complaint in the Action, including but not limited to: (1) failure to pay all wages owed, including minimum wages and overtime wages; (2) unpaid paid sick leave; (3) unpaid vacation wages; (4) failure to provide meal periods, and unpaid meal period premium wages; (5) failure to provide rest periods, and unpaid rest period premium wages; (6) untimely payment of wages during employment; (7) untimely payment of wages upon separation of employment; (8) non-compliant wage statements; and (9) failure to maintain accurate employee payroll records.

1.31. "Released Parties" means: Defendant Red Ribbon Bakeshop, Inc. and each of its former and present directors, officers, shareholders, owners, members, managing agents, attorneys, insurers, predecessors, successors, assigns, parent, subsidiaries, and affiliates.

1.32. "Service Payment" means the payment to the Plaintiff for initiating and providing services in support of the Action in an amount up to $10,000, subject to Court approval, which also constitutes consideration for Plaintiff's general release of all claims, as set forth in this Agreement.

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

1.34. "USPS" means the United States Postal Service.

1.35. "Void Date" means the date that the checks issued by the Administrator will be voided pursuant to Section 3.3.1 below.

2. MONETARY TERMS.

2.1. Gross Settlement Amount. Subject to all terms of this Agreement, Defendant shall pay the Gross Settlement Amount in connection with this Settlement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim or form as a condition of payment. The Gross Settlement Amount is non-reversionary.

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

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

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

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

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

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

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3. SETTLEMENT FUNDING AND PAYMENTS.

3.1. Delivery of Employee Data to Administrator. Not later than 14 days after the Court grants approval of the Settlement in the PAGA action, Defendant shall deliver the Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy, the Administrator must maintain the Employee Data in confidence, use the Employee Data only for purposes of this Settlement, and restrict access to the Employee Data to Administrator employees who need access to the Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Plaintiff's Counsel if it discovers that the Employee Data omitted Aggrieved Employees' identifying information and to provide corrected or updated Employee Data to the Administrator as soon as reasonably feasible. Without any extension of the foregoing deadline the Parties and their counsel must expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Employee Data.

3.2. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 7 days after the Effective Date.

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

3.3.1. The Administrator will issue checks for the Individual PAGA Payments and send them to 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 "Void Date"). The Administrator will cancel all checks not cashed by the Void Date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

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

3.3.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Aggrieved Employee beyond those specified in this Agreement.

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

4. RELEASES OF CLAIMS.

Effective on the date when Defendant fully funds the Gross Settlement Amount, the following releases of claims will take effect:

4.1. Plaintiff's General Release. In addition to the Released PAGA Claims and in exchange for the Service Payment, Plaintiff generally, releases and discharges the Released Parties from all claims, transactions, or occurrences, including, but not limited to: any other claims, debts, liabilities, demands, damages, obligations, actions and causes of actions, of any nature whatsoever, whether known or unknown, or suspected or unsuspected, arising out of or in connection with their employment with Defendant, the separation of such employment, or any other act, omission or event occurring between the Parties at any time prior to the date the Plaintiff executes this Agreement. This general release includes, without limitation: (1) all claims for violation of any federal, state or local statute, ordinance or regulation relating to employment benefits, leaves of absence, or discrimination, harassment, retaliation, or whistleblowing in employment, specifically including, without limitation, the California Fair Employment and Housing Act, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Genetic Information Nondiscrimination Act, the Americans with Disabilities Act, and the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the Securities Act, the Immigration Reform and Control Act the Worker Adjustment and Retraining Notification Act of 1988, the California Worker Adjustment and Retraining Notification Act, the Uniformed Service Employment and Reemployment Rights Act, and any regulation of any administrative agency or governmental authority relating to employment benefits or discrimination or harassment or retaliation in employment; (2) all claims for failure to pay minimum or overtime wages, failure to timely pay wages, failure to provide accurate itemized wage statements, failure to maintain accurate records, failure to reimburse business expenses, failure to provide meal periods or rest breaks, failure to provide paid sick leave, failure to post notice of paydays and time and place of payment, and any claim for violations of the California Labor Code, California's Business and Professions Code § 17200 et seq., and the applicable California Industrial Welfare Commission Wage Order; (3) any non-statutory tort or contractual claim, including all claims for breach of oral, implied or written contract, breach of implied covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, and conversion; (4) all claims for wrongful termination of employment; (5) all claims for wages, penalties and/or benefits; and (6) all claims for attorneys' fees and costs. Plaintiff's general 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, workers' compensation benefits that arose at any time. Plaintiff acknowledges that they may discover facts or law different from, or in addition to, the facts or law that Plaintiff now know or believe to be true but agree, nonetheless, that Plaintiff's general release shall be and remain effective in all respects, notwithstanding such different or additional facts or their discovery of them.

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4.1.1. Plaintiff's Section 1542 Waiver. For purposes of Plaintiff's general release, Plaintiff expressly waives and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

4.2. Release by Aggrieved Employees: Plaintiff, acting as a proxy and private attorney general on behalf of the State of California (including the LWDA) and on behalf of all Aggrieved Employees, releases the Released Parties from the Released PAGA Claims during the PAGA Period. The Aggrieved Employees will be forever barred from pursuing the Released PAGA Claims against the Released Parties. The Aggrieved Employees will be bound by this Settlement and may not opt out of the Settlement or this release of claims. The Aggrieved Employees **do not** release any other claims based on facts outside the PAGA Notice and/or Operative Complaint or outside the PAGA Period, except as otherwise provided in this Agreement.

5. MOTION FOR PAGA SETTLEMENT APPROVAL.

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

5.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Settlement or forthcoming motions or joint stipulations for approval, Plaintiff's Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to resolve the disagreement. If the Court does not grant Settlement approval or conditions any approval or review on any material change to this Agreement, Plaintiff's Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to modify the Agreement and satisfy the Court's concerns. Should the Court decline to approve all material aspects of the Settlement, the Agreement will be null and void, and the Parties will have no further obligations under it.

6. SETTLEMENT ADMINISTRATION.

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

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

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

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

7. ESCALATION CLAUSE. Based on its records, Defendant has provided a PAGA Pay Period Estimate of 13,272. If the total number of pay periods exceeds this total by 10% or more (e.g., 14,600 or more) for the applicable PAGA Period, the Defendant shall have the option to either (a) pay a proportional share per pay period to include some or all of the additional pay periods above 14,600 in the PAGA Release Period, or (b) rolling back the end of the Release Period to the date in which 14,600 pay periods is met.

8. EMPLOYEE ESTIMATE. Based on the records evaluated, there are an estimated 483 Aggrieved Employees covered by this Agreement.

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

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

9.2. Continuing Jurisdiction of the Court. The Parties agree, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for

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purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.3. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Attorneys' Fees and Litigation Costs set forth in this Settlement, the Parties, their respective counsel, and all Aggrieved Employees, as applicable and provided in this Agreement, 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.

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

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

11. ADDITIONAL PROVISIONS.

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

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

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

11.4. Attorney Authorization. Plaintiff's Counsel and Defense Counsel separately warrant and represent that they are authorized by the Parties, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to

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effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

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

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

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

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

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

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

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

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

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

11.14. Notice. All notices or other communications between the Parties required in connection with this Agreement shall be in writing and shall be deemed to have been duly given

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as of the 3rd business day after mailing by U.S. Mail or the same day if sent by email, addressed as follows:

To Plaintiff:

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

To Defendant:

Atkinson, Andelson, Loya, Ruud & Romo
Attn: Ann K. Smith
Sarkis A. Atoyan
Paige T. Rivett
Address 12800 Center Court Drive
Address Cerritos, CA 90703
Emails Asmith@aalrr.com
Sarkis.Atoyan@aalrr.com
Paige.Rivett@aalrr.com

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

11.16. Enforcement. The parties agree to expressly stipulate for the Settlement of the Action on the terms set forth in this Agreement, and hereby agree that Court, upon motion of either party, may enter judgment pursuant to the terms of this Settlement or otherwise enforce a breach of this Settlement. The parties expressly request that the Court retain jurisdiction over the Parties to enforce the Settlement until performance in full of the terms of the settlement, pursuant to Code of Civil Procedure sec. 664.6 and its procedures for enforcement.

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SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Cassandra Kaye Camahalan

Date: 09/29/26

Cassandra Camahalan

Cassandra Kaye Camahalan

Defendant Red Ribbon Bakeshop, Inc.

Date: 10/1/2026

Signed by:
11E5FEEB6671429...

Name: Beth Dela Cruz

Title: President