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

MIGUEL AGUILAR, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

YHB LONG BEACH, LLC, a California
corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: 25STCV07719

*Assigned for all purposes to
The Hon. Carolyn B. Kuhl, Dept. 12*

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

Complaint Filed: March 18, 2025
Trial Date: None Set

This Joint Stipulation of Class and Representative Action Settlement (“Settlement Agreement,” “Settlement,” or “Agreement”) is made by and between Plaintiff Miguel Aguilar (“Plaintiff”) and Defendant YHB Long Beach, LLC (“Defendant”) (Plaintiff and Defendant collectively, “the Parties,” and individually as “Party”).

1. DEFINITIONS.

1.0. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Miguel Aguilar vs. YHB Long Beach, LLC*, Superior Court of the State of California, County of Los Angeles, Case No. 25STCV07719, initiated on March 18, 2025 and pending in the Court

1.1. “Address Search” means the Administrator’s investigation and search for current Class Member or Aggrieved Employee mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip tracing, and direct contact by the Administrator with Class Members or Aggrieved Employees.

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

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of Settlement.

1.4. “Aggrieved Employees” means all current and former hourly non-exempt employees who worked for Defendant in California at any time during the PAGA Period.

1.5. “Class” means all current and former hourly non-exempt employees who worked for Defendant in California at any time during the Class Period.

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

1.7. “Class Counsel Fees Payment” means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable attorneys’ fees incurred to prosecute the Action.

- 1.8. “Class Counsel Expenses Payment” means the court-approved amount allocated to Class Counsel for reimbursement of reasonable attorneys’ expenses incurred to prosecute the Action.
- 1.9. “Class Data” or “Class List” means Class Member identifying information in Defendant’s possession, including the Class Member’s name, last-known mailing address, last known telephone number, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.10. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member, including a Non-Participating Class Member who qualifies as an Aggrieved Employee.
- 1.11. “Class Notice” means the Court-Approved Notice of Class and Representative Action Settlement and Final Approval Hearing to be mailed to Class Members in English and Spanish, substantially in the form attached to this Agreement as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from June 20, 2023, through June 1, 2026.
- 1.13. “Class Representative” means the named Plaintiff in the Action, Miguel Aguilar.
- 1.14. “Class Representative Service Award” means the court-approved payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of the State of California, County of Los Angeles.
- 1.16. “Defendant” means the named Defendant in the Action, YHB Long Beach, LLC
- 1.17. “Defense Counsel” means Gordon Rees Scully Mansukhani, LLP.
- 1.18. “Effective Date” means the date on which the Judgment entered by the Court upon granting final approval of the Class Settlement (the “Judgment”) becomes final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Class Settlement, the day the Court enters Judgment; (b) if one or more Class Members objects to the Class Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

- 1.19. “Final Approval Order” means the Court’s Order granting Final Approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on Plaintiff’s Motion for Final Approval of the Settlement.
- 1.21. “Gross Settlement Amount” means \$264,500.00, the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 7.0 below. The Gross Settlement Amount will pay the Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Award, and Administration Expenses Payment.
- 1.22. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount, calculated according to the number of Workweeks he or she worked during the Class Period.
- 1.23. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties allocated pursuant to California Labor Code (“Labor Code”) section 2699(m) and calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.24. “LWDA” means the California Labor and Workforce Development Agency.
- 1.25. “LWDA PAGA Payment” means the LWDA’s 65% share of the PAGA Penalties, allocated pursuant to Labor Code section 2699(m).
- 1.26. “Net Settlement Amount” means the Gross Settlement Amount less the following court-approved payments: Individual PAGA Payment, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Award, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.27. “Non-Participating Class Member” means a Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.28. “Objection” means a Class Member’s written or verbal objection to a term of, or the terms of, the Settlement.

- 1.29. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.30. “PAGA Period” means the period from March 15, 2024, through June 1, 2026.
- 1.31. “PAGA” means the Labor Code Private Attorneys General Act, Labor Code sections 2698, *et seq.*
- 1.32. “PAGA Notice” means Plaintiff’s March 15, 2025 letter to the LWDA providing written notice pursuant to Labor Code section 2699.3(a).
- 1.33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in settlement, allocated 35% to the Aggrieved Employees (\$8,750.00) and 65% to the LWDA (\$16,250.00) in settlement of PAGA claims.
- 1.34. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.35. “Plaintiff” means the named Plaintiff in the Action, Miguel Aguilar.
- 1.36. “Preliminary Approval Order” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.37. “Released Class Claims” means the claims released as described in Paragraph 5.1.
- 1.38. “Released PAGA Claims” means the claims released as described in Paragraph 5.2.
- 1.39. “Released Parties” means Defendant YHB Long Beach, LLC, and its respective present and former officers, parents, affiliated companies, divisions, related entities, directors, owners, managers, insurers, predecessors, successors, and assigns.
- 1.40. “Request for Exclusion” means a Class Member’s written request to be excluded from the Class Settlement signed by the Class Member.
- 1.41. “Response Deadline” means forty-five (45) calendar days from the date the Administrator mails the Class Notice to the Class and the last date on which Class Members may: (a) mail a Request for Exclusion; or (b) mail an Objection to the Settlement; or (c) mail a challenge to the number of Workweeks allocated to the Class Member in the Class Notice. Class Members to whom a Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional

fourteen (14) calendar days beyond the Response Deadline.

1.42. “Workweek” means any week in which a Class Member worked for Defendant for at least one day during the Class Period.

2. **RECITALS.**

2.0. On March 15, 2025, Plaintiff submitted to the LWDA, and sent via certified mail to Defendant, a Notice of Labor Code Violations pursuant to Labor Code section 2699.3(a).

2.1. On March 17, 2025, Plaintiff filed a Class Action Complaint against Defendant, which alleged eight individual and class causes of action for violation of the Labor Code and California Business and Professions Code.

2.2. On June 10, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint against Defendant, which alleged a ninth individual and representative cause of action for violation of PAGA.

2.3. On April 1, 2026, the Parties participated in an all-day mediation with experienced wage-and-hour class and representative action mediator, Michael Ludwig, Esq, which led to this Agreement.

2.4. Before mediation, Plaintiff obtained through informal discovery, a representative sample of the time and corresponding payroll records of the Class, the employee handbook and policies in effect during the Class Period, and other Class Member data and documents. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“Dunk/Kullar”).

2.5. The Court has not granted class certification.

2.6. The Parties, Class Counsel, and Defense Counsel represent they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

3.0. **Gross Settlement Amount.** Except as otherwise provided by Paragraph 7.0 below, Defendant will pay \$264,500.00 as the Gross Settlement Amount and all employer

1 payroll taxes owed on the Wage Portions of the Individual Class Payments, which shall
2 be paid separately. Defendant has no obligation to pay the Gross Settlement Amount or
3 any payroll taxes before the deadline stated in Paragraph 4.0 of this Agreement. The
4 Administrator will disburse the entire Gross Settlement Amount without asking or
5 requiring Participating Class Members or Aggrieved Employees to submit any claim as a
6 condition of payment. None of the Gross Settlement Amount will revert to Defendant.

7 3.1. Payments from the Gross Settlement Amount. The Administrator will make and deduct
8 the following payments from the Gross Settlement Amount, in the amounts specified
9 by the Court in the Final Approval Order:

10 3.1.1. To Plaintiff: A Class Representative Service Award to the Class Representative
11 of not more than \$10,000.00, in addition to the Individual Class Payment and
12 Individual PAGA Payment the Class Representative is entitled to receive as a
13 Participating Class Member and Aggrieved Employee. Defendant will not
14 oppose Plaintiff's request for a Class Representative Enhancement Award that
15 does not exceed this amount. Plaintiff and/or Class Counsel will file a Motion
16 supporting the Class Representative Enhancement Award no later than sixteen
17 (16) court days before the Final Approval Hearing. If the Court approves of a
18 Class Representative Enhancement Award that is less than the amount
19 requested, the Administrator will retain the remainder in the Net Settlement
20 Amount. The Class Representative Service Award will not be a material term of
21 the Settlement Agreement, and if the Court approves an award of less than the
22 requested amount, such a change will not give rise to a basis to abrogate the
23 Settlement Agreement. The Administrator will pay the Class Representative
24 Enhancement Award using IRS Form 1099. Plaintiff shall be solely and legally
25 responsible for paying any applicable taxes on this payment and shall hold
26 Defendant harmless from any claim or liability for taxes, penalties, or interest
27 arising as a result of the payment. Defendant makes no representations as to the
28 tax treatment or legal effect of the payment called for herein, and Plaintiff is not

1 relying on any statement or representation by Defendant or its counsel in this
2 regard.

3 3.1.2. To Class Counsel: A Class Counsel Fees Payment not to exceed one-third of the
4 Gross Settlement Amount, and a Class Counsel Expenses Payment not to
5 exceed \$20,000.00. Defendant will not oppose Plaintiff's request for Class
6 Counsel Fees and Class Counsel Expenses Payments that do not exceed these
7 amounts. Plaintiff and/or Class Counsel will file a Motion supporting the Class
8 Counsel Fees and Class Counsel Expenses Payments no later than sixteen (16)
9 court days before the Final Approval Hearing. If the Court approves of Class
10 Counsel Fees and/or Class Counsel Expenses Payments that are less than the
11 amounts requested, the Administrator will allocate the remainder to the Net
12 Settlement Amount. The Parties agree that the Court's approval of any request
13 for attorneys' fees or litigation costs is not a condition of the Settlement
14 Agreement, and an award of less than the amounts requested would not give rise
15 to a basis to abrogate the Settlement Agreement. Released Parties shall have no
16 liability to Class Counsel or any other Plaintiff's Counsel arising from any claim
17 to any portion of any Class Counsel Fees and/or Class Counsel Expenses
18 Payments. The Administrator will pay the Class Counsel Fees and Class Counsel
19 Expenses Payments using one or more IRS 1099 Forms. Class Counsel assumes
20 full responsibility and liability for taxes owed on the Class Counsel Fees and
21 Class Counsel Expenses Payments. Class Counsel holds Defendant harmless, and
22 indemnifies Defendant, from any dispute or controversy regarding any division or
23 sharing of any of these Payments.

24 3.1.3. To the Administrator: An Administration Expenses Payment of not more than
25 \$7,500.00, except for a showing of good cause and as approved by the Court.
26 Plaintiff and/or Class Counsel will file a Motion supporting the Administration
27 Expenses Payment no later than sixteen (16) court days before the Final
28 Approval Hearing. If the Court approves of an Administration Expenses

1 Payment that is less than the amount requested, or if the Administration
2 Expense Payment is less than the amount allocated under this Agreement, the
3 Administrator will allocate the remainder to the Net Settlement Amount. To the
4 extent the actual Administration Expenses Payment is greater than \$7,500.00,
5 such excess amount will be taken from the Gross Settlement Amount, subject to
6 the Court's approval.

7 3.1.4. To Each Participating Class Member: The Administrator will calculate each
8 Individual Class Payments by (a) dividing the Net Settlement Amount by the
9 total number of Workweeks worked by all Participating Class Members during
10 the Class Period and (b) multiplying the result by each Participating Class
11 Member's Workweeks. Non-Participating Class Members will not receive an
12 Individual Class Payment. The Administrator will retain amounts equal to their
13 Individual Class Payments in the Net Settlement Amount for distribution to
14 Participating Class Members on a pro rata basis.

15 3.1.4.1. Tax Allocation of Individual Class Payments. Fifteen percent (15%) of
16 each Participating Class Member's Individual Class Payment will be
17 allocated to the settlement of claims for wages (the "Wage Portion").
18 The Wage Portions are subject to tax withholding and will be reported
19 on an IRS W-2 Form. Eighty-five (85%) of each Participating Class
20 Member's Individual Class Payment will be allocated to the settlement
21 of claims for interest and penalties (the "Non-Wage Portion"). The Non-
22 Wage Portions are not subject to wage withholdings and will be
23 reported on IRS 1099 Forms. Participating Class Members assume full
24 responsibility and liability for employee taxes owed on their Individual
25 Class Payment.

26 3.1.5. To the LWDA and Aggrieved Employees: To the LWDA and Aggrieved
27 Employees: PAGA penalties of not more than \$25,000.00 to be paid from the
28 Gross Settlement Amount, with sixty-five percent (65%) (i.e., \$16,250.00)

allocated to the LWDA PAGA Payment and thirty-five percent (35%) (i.e., \$8,750.00) allocated to the Individual PAGA Payments.

3.1.5.1. To Each Aggrieved Employee: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties 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 Employee's PAGA Pay Periods.

3.1.5.2. Tax Allocation of Individual PAGA Payments. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties. If the Court approves PAGA Penalties less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.0. Funding of Gross Settlement Amount. The Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments shall be funded no later than fourteen (14) calendar days after Effective Date.

4.1. Payments from the Gross Settlement Amount. No later than fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Administrator shall mail checks for the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Award, and Administration Expenses Payment.

4.1.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail with postage prepaid. Before mailing any checks, the

1 Administrator must update the recipient's mailing addresses using the National
2 Change of Address Database. The face of each check shall prominently state the
3 date the check will be voided. Each check will be voided 180 days after the date
4 of mailing ("void date"). The Administrator will cancel all checks not cashed by
5 the void date. The Administrator will send checks for Individual Class
6 Payments to all Participating Class Members, including those for whom a Class
7 Notice was returned undelivered. The Administrator will send checks for
8 Individual PAGA Payments to all Aggrieved Employees, including Non-
9 Participating Class Members who qualify as Aggrieved Employees and those
10 for whom a Class Notice was returned undelivered. The Administrator may
11 send Participating Class Members a single check combining the Individual
12 Class Payment and Individual PAGA Payment.

13 4.1.2. No later than fourteen (14) calendar days after receiving a returned check, the
14 Administrator must re-mail checks to the USPS forwarding address provided or
15 to an address ascertained through the Class Member Address Search for Class
16 Members whose checks are returned undelivered without a USPS forwarding
17 address. Thereafter, the Administrator need not take further steps to deliver
18 checks to Class Members whose re-mailed checks are returned as undelivered.
19 However, the Administrator shall promptly send a replacement check to any
20 Class Member whose original check was lost or misplaced and who requests the
21 replacement before the void date.

22 4.1.3. For any Class Member whose Individual Class Payment check or Individual
23 PAGA Payment check is uncashed and cancelled after the void date, or for any
24 Class Member whose envelope is returned and no forwarding address can be
25 located for the Class Member after reasonable efforts have been made, the
26 Administrator shall transmit the funds represented by such checks to the
27 California Controller's Unclaimed Property Fund in the name of the Class
28 Member, thereby leaving no "unpaid residue" subject to the requirements of

California Code of Civil Procedure (“CCP”) section 384(b).

4.1.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members, such as 401(k) contributions or bonuses, beyond those specified in this Agreement. Rather, it is the Parties’ intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

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

5.0. Plaintiff’s Release. Plaintiff and Plaintiff’s respective former and present representatives, agents, attorneys, administrators, successors and assigns, release and discharge Released Parties from all claims, transactions or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged based on the facts contained in the First Amended Complaint, and (b) all PAGA claims that were, or reasonably could have been, alleged based on the facts contained in the First Amended Complaint and Plaintiff’s PAGA Notice. (“Plaintiff’s Release.”). Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers’ compensation benefits that arose at any time, or based on occurrences outside of the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

5.0.1 Plaintiff’s Waiver of Rights Under Civil Code Section 1542.

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 of the released party.

5.1. Release by Participating Class Members: Effective on the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, all Participating Class Members fully and finally release and discharge the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney's fees, damages, and causes of action that were alleged or that reasonably could have been alleged based on the facts alleged in the First Amended Class and Representative Action, under federal, state, and/or local law. This release include, but are not limited to, all of the following claims for relief: (a) failure to pay all minimum wages; (b) failure to pay all overtime wages due; (c) failure to provide meal periods, or provide premium pay in lieu thereof; (d) failure to permit rest periods, or provide premium pay in lieu thereof; (e) failure to provide accurate itemized wage statements; (f) failure to timely pay wages during employment; (g) waiting time penalties; (h) failure to reimburse necessary business-related costs; and (i) unfair business practices. (collectively, the "Released Class Claims").

5.1.1. The Released Class Claims exclude claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation or claims based on event occurring outside the Class Period.

5.2. Release by Aggrieved Employees: All Aggrieved Employees fully and finally release and discharge, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from any and all claims for civil penalties under PAGA that were alleged or that reasonably could have been alleged based on the facts alleged in the First Amended Class and Representative Action Complaint and PAGA Notice, including, but not limited to, failure to pay minimum wages, failure to pay overtime compensation, failure

to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, and failure to provide accurate itemized wage statements (collectively, the “Released PAGA Claims”).

5.2.1. The Released PAGA Claims are limited to claims arising during the PAGA Period and do not release any Aggrieved Employees’ claims for wages or statutory penalties. In light of the binding nature of a PAGA judgment on non-party employees under *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246, individuals otherwise meeting the definition of an Aggrieved Employee who are eligible to receive an Individual PAGA Payment shall be deemed to have released the Released PAGA Claims, regardless of whether his or her check for the Individual PAGA Payment is cashed or not, and regardless of whether he or she is a Non-Participating Class Member.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and prepare a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.0. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense

Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under Dunk/Kullar and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the

nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, [and/or] the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; and its timely transmission to the LWDA of all necessary PAGA documents (PAGA Notice (Lab. Code, § 2699.3, subd. (a)), Operative Complaint (Lab. Code, § 2699, subd. (1)(1)), and the Agreement (Lab. Code, § 2699, subd. (1)(2))); (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their declarations, Plaintiff and Class Counsel shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.1. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

7.0. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the

1 Administrator and verified that, as a condition of appointment, Phoenix agrees to be
2 bound by this Agreement and to perform, as a fiduciary, all duties specified in this
3 Agreement in exchange for the Administration Expenses Payment. The Parties and their
4 Counsel represent that they have no interest or relationship, financial or otherwise, with
5 the Administrator other than a professional relationship arising out of prior experiences
6 administering settlements.

7 7.1. Class Data. No later than twenty-one (21) calendar days after the Court grants Preliminary
8 Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in
9 the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
10 Administrator must maintain the Class Data in confidence, use the Class Data only for
11 purposes of the Settlement and for no other purpose, and restrict access to the Class Data
12 to Administrator employees who need access to the Class Data to effect and perform under
13 the Settlement. Defendant has a continuing duty to immediately notify Class Counsel if it
14 discovers that the Class Data omitted Class Member identifying information and to provide
15 corrected or updated Class Data as soon as reasonably feasible. Without any extension of
16 the deadline by which Defendant must send the Class Data to the Administrator, the
17 Parties, and their counsel will expeditiously use best efforts, in good faith, to reconstruct
18 or otherwise resolve any issues related to missing or omitted Class Data.

19 7.2. Notice of Receipt of Class Data. No later than three (3) business days after receipt of the
20 Class Data, the Administrator shall notify Class Counsel that the list has been received
21 and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA
22 Pay Periods in the Class Data.

23 7.3. Notice to Class Members. No later than fourteen (14) calendar days after receiving the
24 Class Data from Defendant, the Administrator will send all Class Members identified in
25 the Class Data, via first-class United States Postal Service ("USPS") mail, the Class
26 Notice in English and Spanish, substantially in the form attached to this Agreement as
27 **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar
28 amounts of any Individual Class Payment and/or Individual PAGA Payments payable to

the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing the Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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

7.4.1. The deadlines for Class Members' Objections, Challenges to Calculation of Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the forty-five (45) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

7.5. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly

review Requests for Exclusion on a rolling basis to ascertain their validity and timeliness. No later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing the names and other identifying information of Class Members who have submitted Requests for Exclusion, regardless of whether the requests are valid and timely (“Exclusion List”); and (b) copies of all Requests for Exclusion submitted, regardless of whether the requests are valid and timely.

7.6. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that tally the number of Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion received (whether valid or invalid), Objections received, Challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must attach copies of all Requests for Exclusion and Objections received.

7.7. Administrator’s Declaration. No later than seven (7) business days after the Response Deadline, the Administrator will provide Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to (i) its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Class Notice, (ii) the total number of Class Notices returned as undelivered, (iii) the total number of re-mailed Class Notices, (iv) its attempts to locate Class Members, (v) the total number of Requests for Exclusion received (valid or invalid), (vi) the total number of Objections received (valid or invalid), (vii) the total number of Participating Class Members and Workweeks, (viii) the total number of Aggrieved Employees and PAGA Pay Periods, and (ix) the lowest, average, and highest Individual Class Payment and Individual PAGA Payment. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

7.8. Final Report by Settlement Administrator. No later than fourteen (14) calendar days after

the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with (i) a final report detailing its disbursements by employee identification number only of all payments made under this Agreement, and (ii) a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

7.9. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.10. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation § 468B-1.

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

7.12. Class Members' Options.

7.12.1. Requests for Exclusion (Opt-Outs). Each Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to exclude themselves from the Settlement. A Class Member may exclude himself or herself from the Settlement by mailing a Request for Exclusion to the Administrator. The Request for Exclusion must be valid and timely. To be valid, the Request for Exclusion must (1) include the Class Member's full name, address, telephone number, and signature, and a written

1 statement requesting to be excluded from the Settlement; (2) state the case
2 name and number of the Action; and (3) be mailed to the specified physical
3 address of the Administrator. To be timely, the Request for Exclusion must be
4 postmarked no later than the Response Deadline. The postmark date will be
5 the exclusive means of determining whether a Request for Exclusion has been
6 timely submitted. A Class Member who does not submit a valid and timely
7 Request for Exclusion will be deemed a Participating Class Member and will
8 be bound by all terms of the Settlement if it is granted Final Approval. If a
9 Class Member's Request for Exclusion is timely but invalid, according to the
10 requirements listed herein, that Class Member will be allowed to cure the
11 defect(s). The Administrator will mail the Class Member a cure letter within
12 three (3) business days of receiving the defective submission to advise the
13 Class Member that his or her submission is defective and that the defect must
14 be cured to render the Request for Exclusion valid. The Class Member will
15 have until the later of (a) the Response Deadline or (b) fourteen (14) calendar
16 days from the date of the cure letter, whichever date is later, to postmark the
17 revised Request for Exclusion. The Administrator, Class Counsel, and
18 Defense Counsel may attempt to resolve any Class Member disputes on the
19 validity or timeliness of a Request for Exclusion. However, the Court has the
20 final authority to make decisions consistent with the terms of this Agreement
21 on the validity or timeliness of a Request for Exclusion. The Court's decision
22 shall be final and not appealable or otherwise susceptible to challenge.

23 7.12.1.1. Every Class Member who does not submit a timely and valid
24 Request for Exclusion is deemed to be a Participating Class Member
25 under this Agreement, entitled to all benefits and bound by all terms and
26 conditions of the Settlement, including the Participating Class Members'
27 Release under Paragraph 5.1 of this Agreement, regardless of whether the
28 Participating Class Member actually receives the Class Notice or objects

1 to the Settlement.

2 7.12.1.2. Every Class Member who submits a valid and timely Request for
3 Exclusion is a Non-Participating Class Member and shall not receive an
4 Individual Class Payment or have the right to object to the class action
5 components of the Settlement. Non-Participating Class Members who are
6 Aggrieved Employees are deemed to release the claims identified in
7 Paragraph 5.2 of this Agreement and are eligible for an Individual PAGA
8 Payment.

1 7.12.2. Challenges to Calculation of Workweeks. Each Class Member shall have forty-
2 five (45) calendar days after the Administrator mails the Class Notice (plus an
3 additional fourteen (14) calendar days for Class Members whose Class Notice is
4 re-mailed) to challenge the number of Workweeks and/or PAGA Pay Periods
5 allocated to the Class Member and/or Aggrieved Employee in the Class Notice.
6 A Class Member and/or Aggrieved Employee may challenge the allocation by
7 sending a Challenge to Calculation of Workweeks and/or Pay Periods to the
8 Administrator. The Challenge to Calculation of Workweeks and/or Pay Periods
9 must be timely. To be timely, the Challenge to Calculation of Workweeks and/or
10 Pay Periods must be postmarked no later than the Response Deadline. The
11 postmark date will be the exclusive means of determining whether a Challenge to
12 Calculation of Workweeks and/or Pay Periods has been timely submitted. The
13 Administrator must encourage the challenging Class Member to submit
14 supporting documentation. In the absence of any contrary documentation, the
15 Administrator is entitled to presume that the Workweeks contained in the Class
16 Notice are correct so long as they are consistent with the Class Data. The
17 Administrator shall promptly provide copies of all Challenges to Calculation of
18 Workweeks and/or Pay Periods to Defense Counsel and Class Counsel. The
19 Administrator, Class Counsel, and Defense Counsel may attempt to resolve all
20 Class Member challenges over the calculation of Workweeks and/or Pay Periods.
21 However, the Court has the final authority to make decisions consistent with the
22 terms of this Agreement on all Challenges to Calculation of Workweeks and/or
23 Pay Periods. The Court's decision shall be final and not appealable or otherwise
24 susceptible to challenge.

25 7.12.3. Objections to Settlement. Each Participating Class Members shall have forty-
26 five (45) calendar days after the Administrator mails the Class Notice (plus an
27 additional fourteen (14) calendar days for Class Members whose Class Notice
28 is re-mailed) to object, in writing, to the class action components of the

Settlement and/or this Agreement, including contesting the fairness of the Settlement and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Expenses Payment and/or Class Representative Service Award. Only Participating Class Members may send written Objections to the Administrator. A Participating Class Member may object to the Settlement by (1) appearing at the Final Approval Hearing and verbally objecting to the Settlement or any term thereof; and/or (2) sending a written Objection to the Administrator. The written Objection must be valid and timely. To be valid, the written Objection must (1) include the Class Member's full name, address, telephone number, and signature, the contact information for any attorney representing the objecting Class Member, if any, and the factual and legal bases for the Objection, including any supporting papers, briefs, written evidence, declarations, and/or other evidence; (2) state the case name and number of the Action; and (3) be mailed to the specified physical address of the Administrator. To be timely, the written Objection must be postmarked no later than the Response Deadline. The postmark date will be the exclusive means of determining whether a written Objection has been timely submitted. The Administrator, Class Counsel, and Defense Counsel may attempt to resolve any Class Member disputes on the validity or timeliness of a written Objection. However, the Court has the authority to make final decisions consistent with the terms of this Agreement on the validity or timeliness of a written Objection. The Court's decision shall be final and not appealable or otherwise susceptible to challenge.

8. ESCALATOR CLAUSE

8.0. Defendant represents that between June 20, 2023, and April 1, 2026, 160 Class Members worked approximately 11,744 workweeks. If it is determined by the settlement administrator at the time of preliminary approval that the number of workweeks worked by the Class Members during the Class Period actually exceeds 11,744 workweeks by more

than ten percent (10%) (i.e., if the workweeks exceed 12,919), then the Gross Settlement Amount will be increased on a pro rata basis equal to the percentage increase in the number of workweeks worked by the Class Members that exceeds the 10% above 12,919 workweeks (i.e., if the number of workweeks increased by 11%, then the Gross Settlement Amount will increase by 1%).

9. DEFENDANT'S RIGHT TO WITHDRAW.

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

10. FINAL APPROVAL.

10.0. Motion for Final Approval. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(s)(2) and a [Proposed] Final Approval Order and Judgment.

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

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

necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Enhancement Award, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Final Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement solely for purposes of (i) enforcing the Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law, pursuant to CCP section 664.6 and California Rules of Court rule 3.769(h).

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

10.5. 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 Class Members), the Parties shall expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses

reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

10.6. Failure to Approve. If the Court does not approve, either preliminarily or finally, any material term or condition of the Settlement Agreement, or if the Court effects a material change, then this Agreement will be voidable and unenforceable, subject to the Parties' agreement to the contrary, and the costs of administration shall be split equally between the Plaintiff, on one side, and Defendant, on the other.

11. AMENDED JUDGMENT.

11.0. If any amended judgment is required under CCP section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.0. Entire Agreement. This Agreement and the attached **Exhibit A** constitute the entirety of the Parties' settlement terms.

12.1. No Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct concerning their employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant

1 or to establish the existence of any condition constituting a violation of, or a non-
2 compliance with, federal, state, local or other applicable law. If Final Approval does not
3 occur, the Parties agree that this Agreement is void, but remains protected by California
4 Evidence Code section 1152.

5 12.2. Confidentiality Before Preliminary Approval. Plaintiff, Class Counsel, Defendant and
6 Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they and each of
7 them will not disclose, disseminate, publicize, or cause or permit another person to disclose, disseminate or
8 publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person,
9 corporation, association, government agency or other entity except: (1) to the Parties' attorneys,
10 accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to counsel
11 in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in
12 response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or
13 federal government agency. Each Party agrees to immediately notify each other Party of any judicial or
14 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and
15 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other
16 communication, before the filing of the Motion for Preliminary Approval, with any third party regarding
17 this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was
18 resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with
19 Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

20 12.2. Class Certification or Representative Manageability for Other Purposes. The Parties
21 stipulate to provisional class certification for purposes of settlement only. Absent final
22 approval of the Settlement Agreement, the Parties will not stipulate to class certification,
23 and no Party will be estopped as a result of any motion for settlement approval. If final
24 approval of the Settlement Agreement is not granted, Defendant reserves all rights to
25 oppose class certification, and the Parties will revert to the positions they held before this
26 Agreement. The Parties stipulate to the payment set forth in this Agreement for purposes of
27 settlement only. If there is no judicial approval for the entirety of the Settlement
28 Agreement, then this Agreement shall be null and void, and no Party will be estopped as a

result of any motion for settlement approval.

12.3. No Press Releases/Advertisements. Neither Plaintiff nor Plaintiff's Counsel shall issue any press release or announcement of any kind related in any way to the Settlement. Plaintiff and Class Counsel agree to limit their statements regarding the terms of the Settlement, whether oral, written, or electronic (including the World Wide Web), to say the Class Action has been resolved and that Plaintiff and Class Counsel are satisfied with the Settlement terms. Nothing in this Section is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class Counsel, including but not limited to: (1) as required by law; (2) as required under the terms of the Settlement; and/or (3) as required under counsel's duties and responsibilities as Class Counsel. This Settlement shall not be advertised or mentioned on any source, including Plaintiff's Counsel's personal or firm website.

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

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

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

- 12.7. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.8. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents to define all provisions of this Agreement as valid and enforceable.
- 12.9. 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.
- 12.10. Cooperation. The Parties and their counsel will cooperate and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.11. 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.
- 12.12. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel is providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department

Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.13. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

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

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

12.16. 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.

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

12.18. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. No later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

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

Agreement.

12.20. 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.

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

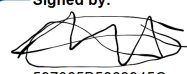
12.22. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law. Plaintiff, and not his representative(s), must personally execute this Agreement. An authorized officer of Defendant must execute this Agreement on behalf of Defendant. This Agreement shall become binding and enforceable pursuant to CCP section 664.6.

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

Signatures on the following page.

Plaintiff & Class Representative:

Dated: 8/19/2026

Signed by:

597065B5863945C...
By: _____
Plaintiff, Miguel Aguilar

Plaintiff's Counsel:

Dated: 8/19/2026

MOON LAW GROUP, P.C.

By: _____
Kane Moon
Allen Feghali
Enzo Nabiev

Attorneys for Plaintiff, Miguel Aguilar

Defendant:

Dated: _____, 2026

YHB LONG BEACH, LLC

By: _____
Print Name

Signature

Title

Defendant's Counsel:

Dated: _____, 2026

GORDON REES SCULLY MANSUKHANI, LLP

By: _____
Dina Glucksman.
Emilie MacLean

Attorney for Defendant, YHB Long Beach, LLC

Plaintiff & Class Representative:

Dated: , 2026

By: _____
Plaintiff, Miguel Aguilar

Plaintiff's Counsel:

Dated: , 2026

MOON LAW GROUP, P.C.

By: _____
Kane Moon
Allen Feghali
Enzo Nabiev

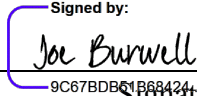
Attorneys for Plaintiff, Miguel Aguilar

Defendant:

Dated: ⁰⁸⁻¹⁷ , 2026

YHB LONG BEACH, LLC

By: _____ Joe Burwell
Print Name

Signed by:


9C67BDB01B68424
Signature

HR Director

Title

Defendant's Counsel:

GORDON REES SCULLY MANSUKHANI, LLP

Dated: August 28, 2026

By: _____

Dina Glucksman
Emilie MacLean

Attorney for Defendant, YHB Long Beach, LLC