CLASS ACTION AND PAGA ACTION SETTLEMENT AGREEMENT

Sheyniah Walker v. Juneshine, Inc., et al.
San Diego County Superior Court, Case No. 25CU020896C

This Class Action and PAGA Action Settlement Agreement ("Agreement") is made by and between Plaintiff Sheyniah Walker ("Plaintiff") and Defendant Juneshine, Inc. ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party." This Agreement is made subject to approval of the Superior Court of the State of California for the County of San Diego ("Court").

1. **DEFINITIONS**.

1.1. "Action" means the lawsuit entitled *Sheyniah Walker v. Juneshine, Inc., et al.*, filed in the Superior Court of the State of California for the County of San Diego, Case No. 25CU020896C.

1.2. "Address Search" means the Administrator's investigation and search for current Class Member and/or PAGA Employee mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.3. "Administration Costs" means the amount the Administrator will be paid from the Gross Settlement Amount for its reasonable fees and expenses related to the administration of the settlement, including, but not limited to, printing, calculating payment amounts, distributing payments, tax reporting, and providing necessary reports and declarations to the Court.

1.4. "Administrator" means Apex Class Action, LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.5. "Agreement" or "Settlement Agreement" means this Class Action and PAGA Action Settlement Agreement.

1.6. "Class" or 'Settlement Class" means all persons who were classified as non-exempt and performed work for Juneshine, Inc. in California, who were directly employed by Juneshine, Inc., during the period of April 16, 2021 through and including the earlier of the following dates: the date of the Preliminary Approval Order or December 10, 2025.

1.7. "Class Counsel" means Nathan J. Reese and Monique R. Rodriguez of ARCH LEGAL, P.C. (formerly GRAHAMHOLLIS, APC), 3555 Fifth Avenue, Suite 200, San Diego, California, 92103.

1.8. "Class Counsel Fees Payment" means the amount allocated to Class Counsel for reasonable attorneys' fees incurred to prosecute the Action.

1.9. "Class Counsel Litigation Costs Payment" means the amount allocated to Class Counsel for reimbursement of reasonable litigation costs incurred to prosecute the Action.

1.10. "Class and PAGA Employee Data" means the list of all Class Members and PAGA Employees that Defendant will diligently compile from its records and provide to the Administrator, which shall include for each Class Member and/or PAGA Employee: full name, last-known mailing address, Social Security number, dates of employment, number of Workweeks worked during the Class Period, and number of Pay Periods worked during the PAGA Period.

1.11. "Class Member" or "Settlement Class Member" means a member of the Class, either as a Participating Class Member or a Non-Participating Class Member.

1.12. "Class Notice" means the Court Approved Notice of Class Action and PAGA Action Settlement and Hearing Date for Final Court Approval to be mailed to Class Members in English, with Spanish translation, in the form, without material variation attached as Exhibit A and incorporated by reference into this Agreement.

1.13. "Class Period" means the period of April 16, 2021, through and including the earlier of the following dates: the date of the Preliminary Approval Order or December 10, 2025.

1.14. "Class Representative Service Payment" means the payment to Plaintiff for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of the State of California for the County of San Diego.

1.16. "Defendant" means Juneshine, Inc.

1.17. "Defense Counsel" means John E. Solis of Gordon & Rees, Scully, Mansukhani, LLP, 101 W. Broadway, Suite 2000, San Diego, California 92101.

1.18. "Effective Date" means the later of (a) the date of the Court's Final Approval Order, if no objection is filed; (b) the date on which the time for appeal has expired if an objection is filed and no appeal is thereafter filed; or (c) the date of the final resolution of any appeal that has been filed.

1.19. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

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

1.21. "Gross Settlement Amount" means the non-reversionary amount of Three Hundred Twenty-Five Thousand Dollars and Zero Cents ($325,000.00), plus employer taxes, that Defendant agrees to pay except as provided in Paragraph 8 below. The Gross Settlement Amount includes all Individual Class Payments, PAGA Payment, Class

Representative Service Payment, Administration Costs, Class Counsel's Attorneys' Fees, and Class Counsel Litigation Costs Payment.

1.22. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.23. "Individual PAGA Payment" means the thirty-five percent (35%) of the PAGA Payment that is to be paid to the PAGA Employees on a pro rata basis calculated according to the number of Pay Periods worked during the PAGA Period.

1.24. "Judgment" means the judgment entered by the Court upon granting Final Approval of the Settlement.

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

1.26. "LWDA Payment" means the sixty-five percent (65%) of the PAGA Payment that is to be paid to the LWDA under California Labor Code section 2699(m).

1.27. "Net Settlement Amount" means the Gross Settlement Amount less the following payments in the amounts approved by the Court: PAGA Payment, Class Representative Service Payment, Administration Costs, Class Counsel's Attorneys' Fees, and Class Counsel Litigation Costs Payment.

1.28. "Non-Participating Class Member" means any Class Member who requests exclusion from the settlement (i.e., opts out) by sending the Administrator a valid and timely Request for Exclusion.

1.29. "Objection" means a written statement submitted by a Class Member to the Court that objects to the terms of the Settlement.

1.30. "Objector" means a Class Member who timely and properly submits an Objection.

1.31. "PAGA" means the Private Attorneys General Act, California Labor Code section 2698 *et seq*.

1.32. "PAGA Employees" means all persons who were classified as non-exempt and performed work for Juneshine, Inc. in California, who were directly employed by Juneshine, Inc., during the period of April 5, 2024, through and including the earlier of the following dates: the date of the Preliminary Approval Order or December 10, 2025.

1.33. "PAGA Payment" means the Fifteen Thousand Dollars and Zero Cents ($15,000.00) allocated from the Gross Settlement Amount to be paid as civil penalties under the Private Attorneys General Act, with sixty-five percent (65%) paid to the LWDA and thirty-five (35%) paid to the PAGA Employees.

1.34. "PAGA Period" means the period from April 5, 2024, through the earlier of the following dates: the date of the Preliminary Approval Order or December 10, 2025.

1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. "Parties" means Plaintiff Sheyniah Walker and Defendant Juneshine, Inc., collectively.

1.37. "Pay Period" means any pay period during which a PAGA Employee worked for Juneshine, Inc. for at least one day during the PAGA Period.

1.38. "Plaintiff" means Sheyniah Walker, the named plaintiff in the action.

1.39. "Preliminary Approval Order" means the Court's order granting preliminary approval of the Settlement.

1.40. "Released Class Claims" means the claims being released by Participating Class Members as described in Paragraph 5.1 below.

1.41. "Released PAGA Claims" means the claims being released by PAGA Employees as described in Paragraph 5.2 below.

1.42. "Released Parties" means Juneshine, Inc. and each of its past, present, and/or future, direct, and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint ventures.

1.43. "Request for Exclusion" means the Class Member's submission of a written request to be excluded from the Settlement signed by the Class Member.

1.44. "Response Deadline" means forty-five (45) calendar days after the Administrator mail the Class Notice to Class Member, and shall be the last day on which Class Members may fax, e-mail, or mail either their (a) Requests for Exclusion from the Settlement, or (b) Objection to the Settlement. Class Members to whom the Class Notice is re-sent after having been returned as undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the expiration of the Response Deadline.

1.45. "Waiting Time Sub-Class" means all Class Members who separated from their employment at any time during the Class Period.

1.46. "Workweek" means any calendar week during which a Class Member worked for Juneshine, Inc. for at least one day during the Class Period.

2. RECITALS.

2.1. On April 16, 2025, Plaintiff commenced this Action by filing a wage and hour class action complaint against Defendant. On June 9, 2025, Plaintiff filed a First Amended Complaint against Defendant, which is now the operative complaint ("Operative Complaint"). The Operative Complaint is brought on behalf of Plaintiff and all other persons who were classified as non-exempt and performed work for Juneshine, Inc. in California, including those persons who were directly employed by Juneshine, Inc., a staffing agency, or another third-party during the relevant period. The Operative Complaint alleges causes of action against Defendant for: (1) failing to timely pay minimum wages and/or regular wages; (2) failing to timely pay overtime and/or double time wages; (3) failing to provide compliant meal periods and/or pay premium wages; (4) failing to provide rest periods and/or pay premium wages; (5) failing to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties; (6) failing to furnish accurate itemized wage statements; (7) failing to reimburse for necessary business expenses; (8) violating California Business and Professions Code section 17200 et seq.; and (9) violating the Private Attorneys General Act.

2.2. Defendant denies all allegations in the Operative Complaint, denies any failure to comply with the laws identified therein, and denies any and all liability for the causes of action alleged. This Agreement is a compromise of disputed claims and does not constitute an admission of liability or wrongdoing by Defendant or the Released Parties.

2.3. Pursuant to Labor Code section 2699.3(a), Plaintiff gave timely written notice to Defendant and the LWDA of the alleged Labor Code violations on March 7, 2025.

2.4. On September 11, 2025, the Parties participated in an all-day mediation presided over by mediator Lynn Frank, which led to this Agreement to resolve the Action.

2.5. Prior to mediation, Plaintiff obtained, through informal discovery, relevant information and data, including Plaintiff's personnel file, Defendant's employment policies, and Class Member payroll and timekeeping records. Based on this investigation and analysis of data covering approximately 201 Class Members and 12,963 workweeks, Class Counsel is satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate. 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*").

2.6. Following extensive, good-faith, arm's-length negotiations between the Parties through their respective counsel, the Parties reached an agreement to resolve the Action. The material terms of the settlement were memorialized in a Memorandum of Understanding executed on September 11, 2025. This Agreement is the product of these non-collusive negotiations by skilled and well-informed counsel.

2.7. The Parties recognize the expense and length of continued proceedings necessary to prosecute and defend the Action through trial and appeal. The Parties have also considered the uncertainty and risk of the outcome of further litigation, as well as the difficulties and delays inherent in such litigation. Counsel for the Parties are aware of the advantages and disadvantages of the proposed Settlement. Based on their evaluation of the facts and law, the Parties believe that this Settlement is a fair, adequate, and reasonable compromise and is in the best interests of the Plaintiff, Class Members, and PAGA Employees.

2.8. The Court has not ruled on a request by Plaintiff for class certification, and the Parties have stipulated to certification of the Class for settlement purposes only.

2.9. The Parties, Class Counsel, and Defense Counsel represent that 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.

3.1. **Gross Settlement Amount**. Except as otherwise provided in Paragraph 8 below, Defendant agrees to pay Three Hundred Twenty-Five Thousand Dollars and Zero Cents ($325,000.00) and to separately pay any and all employer taxes owed on the wage portions of the Individual Class Payments. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To Plaintiff: Class Representative Service Payment to Plaintiff Sheyniah Walker of not more than Five Thousand Dollars and Zero Cents ($5,000.00), which is in addition to any Individual Class Payment and/or Individual PAGA Payment she may be entitled to receive as a Participating Class Member and/or PAGA Employee. Defendant will not oppose Plaintiff's Request for a Class Representative Service Payment that does not exceed this amount. Plaintiff will seek Court approval of any Class Representative Service Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for any taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty-five percent (35%) of the Gross Settlement Amount, which is currently estimated to be One Hundred Thirteen Thousand Seven Hundred Fifty Dollars and Zero Cents ($113,750.00), and a Class Counsel Litigation Costs Payment as reimbursement for reasonable, actual, and documented litigation costs. Defendant will not oppose requests for these payments. Class Counsel will file a motion for these payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves an amount for Class Counsel Fees Payment and/or Class Counsel Litigation Costs Payment that is less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Costs Payment using one or more IRS Form 1099.

3.2.3. To the Administrator: Administration Costs to the Administrator in an amount not to exceed Seven Thousand Dollars and Zero Cents ($7,000.00), except for a showing of good cause and as approved by the Court. To the extent the Administration Costs are less or the Court approves payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.4. To the LWDA and PAGA Employees: A PAGA Payment in the amount of Fifteen Thousand Dollars ($15,000.00) to be paid from the Gross Settlement Amount, with sixty-five percent (65%) ($9,750.00) allocated to the LWDA Payment for payment to the LWDA and thirty-five percent (35%) ($5,250.00) allocated to the Individual PAGA Payments for payment to the PAGA Employees. If the Court approves a PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the Net

Settlement Amount.

3.2.4.1. *Calculation of Individual PAGA Payments*. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Employees' thirty-five percent (35%) share of the PAGA Payment ($5,250.00) by the total number of Pay Periods worked by all PAGA Employees during the PAGA Period, and (b) multiplying the result by the number of Pay Periods worked by each PAGA Employee. PAGA Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report all Individual PAGA Payments as one hundred percent (100%) penalties using an IRS Form 1099.

3.2.5. <u>To Each Participating Class Member</u>: The Net Settlement Amount shall be distributed to all Participating Class Members. The Administrator will calculate each Individual Class Payment by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each Participating Class Member's Workweeks. For purposes of this calculation, Members of the Waiting Time Sub-Class will be credited with an additional four (4) Workweeks. These additional Workweeks shall not be counted for purposes of the Escalator Clause set forth in Paragraph 8 of this Agreement.

3.2.5.1. *Tax Allocation of Individual Payments*. The Parties agree that thirty percent (30%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to standard payroll tax withholdings and will be reported using an IRS Form W-2. The remaining seventy percent (70%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for penalties and interest (the "Non-Wage Portion"). The Non-Wage Portion is not subject to wage withholdings and will be reported using an IRS Form 1099. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payments.

3.2.5.2. *Effect of Non-Participating Class Members on Calculation of Individual Payments*. Non-Participating Class Members will not receive any payment from the Net Settlement Amount. The Administrator will retain the amount that would have been paid to any Non-Participating Class Member in the Net Settlement Amount for distribution to all Participating Class Members on a pro rata basis, as described in section 3.2.5 above.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. **<u>Class Workweeks</u>**. Based on a review of its records from April 16, 2021 through and including July 31, 2025, Defendant estimates that there are 201 Class Members who collectively worked a total of 12,963 Workweeks.

4.2. **<u>Class and PAGA Employee Data</u>.** Not later than fourteen (14) calendar days after the date of the Preliminary Approval Order, Defendant will deliver the Class and PAGA Employee Data to the Administrator in a Microsoft Excel spreadsheet format. To protect the privacy rights of Class Members and PAGA Employees, the Administrator shall maintain the data in confidence, use it only for the purposes of administering this Settlement, and restrict access to employees who require it to perform their duties under this Agreement. Defendant has a continuing duty to promptly notify Class Counsel and the Administrator if it discovers any omissions or inaccuracies in the data provided and to furnish corrected or updated data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class and PAGA Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to the missing or omitted Class and PAGA Employee Data.

4.3. **Funding of Gross Settlement Amount.** Defendant shall fund the Gross Settlement Amount by making installment payments to the Administrator. Defendant shall also separately fund the full amount of the employer's share of any applicable payroll taxes. The installment payments shall be transmitted to the Administrator as follows:

4.3.1. First Installment: Defendant shall pay the first installment of Eighty-One Thousand Two Hundred Fifty Dollars and Zero Cents ($81,250.00) to the Administrator no later than fourteen (14) calendar days after the date of the Preliminary Approval Order.

4.3.2. Second Installment: Defendant shall pay the second installment of One Hundred Twenty-One Thousand Eight Hundred Seventy-Five Dollars and Zero Cents ($121,875.00) to the Administrator no later than fourteen (14) calendar days after the date of the Final Approval Order.

4.3.3. Subsequent Installments: Defendant shall pay six (6) equal monthly installments of Twenty Thousand Three Hundred Twelve Dollars and Fifty Cents ($20,312.50) each. The first of these monthly installments shall be paid by the 15th day of the month immediately following the payment of the Second Installment, with subsequent payments due by the 15th day of each of the following five (5) months until the Gross Settlement Amount is fully funded.

4.4. **Payments from the Settlement Fund.** Within fourteen (14) calendar days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members, all Individual PAGA Payments to PAGA Employees, the LWDA Payment to the LWDA, the Class Representative Service Payment, the Administration Costs, the Class Counsel Fees Payment, and the Class Counsel Litigation Costs Payment.

4.4.1. The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Participating Class Members and/or PAGA Employees via First-Class U.S. Mail, postage prepaid. The face of each check shall prominently state a void-after date that is not less than 180 calendar days after the date of mailing. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments and Individual PAGA Payments to all Participating Class Members and PAGA Employees. If a recipient is both a Participating Class Member and a PAGA Employee, the payments may be combined into a single check. Before mailing any checks, the Administrator must update mailing addresses using the National Change of Address ("NCOA") Database.

4.4.2. The Administrator must conduct an Address Search for all Participating Class Members and PAGA Employees whose checks are returned as undeliverable without a United States Postal Service ("USPS") forwarding address. Within seven (7) calendar days of receiving a returned check, the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator is not required to take further steps to deliver checks if a re-mailed check is also returned as undeliverable. The Administrator shall promptly issue a replacement check to any Participating Class Member and PAGA Employee who requests one for a lost or misplaced check prior to the check's void date.

4.4.3. For any Participating Class Member's or PAGA Employee's check that remains uncashed after the 180-day void date, the Administrator shall transmit the funds represented by such uncashed checks to the California State Controller's Unclaimed Property Fund in the name of the respective individual. This will result in no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384(b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASE OF CLAIMS

5.1. **<u>Released Class Claims by Participating Class Members.</u>** Upon the Effective Date, and except as to the right to enforce the terms and conditions of this Agreement, each Participating Class Member, on behalf of themself and their respective heirs, executors, administrators, representatives, attorneys, successors, and assigns, will release the Released Parties from all claims, actions, demands, causes of action, suits, debts, obligations, demands, rights, liabilities or legal theories of relief that are based on the facts and legal theories asserted in the operative complaint in the Action, or which relate to the primary rights asserted in the operative complaint in the Action, including without limitation claims for (1) failing to timely pay minimum wages and/or regular wages; (2) failing to timely pay overtime and/or double time wages; (3) failing to provide compliant meal periods and/or pay premium wages; (4) failing to provide rest periods and/or pay premium wages; (5) failing to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties; (6) failing to furnish accurate itemized wage statements; (7) failing to reimburse for business expenses; and (8) engaging in unlawful, unfair, and/or fraudulent business practices in violation of California Business and Professions Code section 17200 *et seq*. ("Released Class Claims") The Released Class Claims cover the entire Class Period. The *res judicata* effect of the Judgment as to the Released Class Claims shall be coextensive with the scope of the Released Class Claims.

5.2. **<u>Released PAGA Claims by PAGA Employees.</u>** Upon the Effective Date, and except as to the right to enforce the terms and conditions of this Agreement, each PAGA Employee, on behalf of themself and their respective heirs, executors, administrators, representatives, attorneys, successors, and assigns, will release the Released Parties from all claims pursuant to the California Private Attorneys General Act (codified in California Labor Code section 2698 *et seq*.) based on the facts and legal theories asserted in the operative complaint in the Action, or which relate to the primary rights asserted in the operative complaint in the Action, including without limitation claims for (1) failing to timely pay minimum wages and/or regular wages; (2) failing to timely pay overtime and/or double time wages; (3) failing to provide compliant meal periods and/or pay premium wages; (4) failing to provide rest periods and/or pay premium wages; (5) failing to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties; (6) failing to furnish accurate itemized wage statements; (7)

failing to reimburse for business expenses; and (8) requiring employees to agree to terms and conditions prohibited by law ("Released PAGA Claims"). The Released PAGA Claims cover the entire PAGA Period. The *res judicata* effect of the Judgment as to the Released PAGA Claims shall be coextensive with the scope of the Released PAGA Claims.

5.3. **General Release by Plaintiff.** Upon the Effective Date, and except as to the right to enforce the terms and conditions of this Agreement, Plaintiff Sheyniah Walker, on behalf of herself and her heirs, executors, administrators, representatives, attorneys, successors, and assigns, will fully and finally release and discharge the Released Parties from any and all charges, complaints, claims, causes of action, demands, disputes, damages, business expenses, attorneys' fees, costs, losses, and liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, which Plaintiff, at any time had, claimed to have, or may have against the Released Parties, including, but not limited to, any and all claims arising out of, relating to, or resulting from her employment with and separation from employment with Defendant, including any claims arising under any federal, state, or local law relating to employment, including, but in no way limited to, any claim under Title VII of the Civil Rights Act of 1964, as amended; 42 U.S.C. § 1981; the Americans with Disabilities Act ("ADA"); the Family and Medical Leave Act ("FMLA"); the Employee Retirement Income Security Act ("ERISA"); the California Family Rights Act ("CFRA"); the California Fair Employment and Housing Act ("FEHA"); all claims for wages or penalties under the Fair Labor Standards Act ("FLSA"); all claims for wages or penalties under the California Labor Code; all claims for civil penalties under the Private Attorneys General Act ("PAGA"); all claims under California Business and Professions Code section 17200 et seq.; all laws relating to violation of public policy, retaliation, or interference with legal rights; any and all other employment or discrimination laws; whistleblower claims; any tort, fraud, or constitutional claims; and any breach of contract claims or claims of promissory estoppel.

It is agreed that this is a general release and is to be broadly construed as a release of all claims; provided that, notwithstanding the foregoing, this release does not extend to (a) any claims that cannot be released by law; (b) any claims for vested benefits, unemployment benefits, disability benefits, or social security benefits; or (c) any claims for workers' compensation benefits. Plaintiff understands and expressly agrees that this Agreement extends to claims that she has against Released Parties of whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past, present, or future, arising from or attributable to any incident or event occurring in whole or in part on or before the Effective Date. Plaintiff hereby expressly waives any and all rights granted under any state or federal law or regulation limiting the effect of this general release, including the provisions of section 1542 of the California Civil Code, which are hereby expressly waived. Section 1542 of the California Civil Code reads as follows:

> 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.

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6. MOTION FOR PRELIMINARY APPROVAL

6.1. **Defendant's Responsibilities**. Within fourteen (14) calendar days of the full execution of this Agreement, Defendant shall prepare and deliver to Class Counsel a signed declaration from Juneshine, Inc. disclosing all facts relevant to its financial status, all facts relevant to any actual or potential conflicts of interest with the Administrator, and whether it is aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. **Plaintiff's Responsibilities.** Class Counsel will expeditiously prepare and file the motion for preliminary approval ("Motion for Preliminary Approval"), which will include, but is not limited to: (i) the notice of, and memorandum in support of, the Motion for Preliminary Approval, which will include an analysis of the Settlement under *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, and a request for approval of the PAGA Settlement under Labor Code section 2699(s)(2); (ii) a proposed Order Granting Preliminary Approval of Class Action and PAGA Settlement; (iii) 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 relevant facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Defendant, Class Counsel, or Defense Counsel; (iv) signed declaration from Plaintiff Sheyniah Walker confirming her willingness and competency to serve as the Class Representative and disclosing all facts relevant to any actual or potential conflicts of interest with the Class Members; and (v) a signed declaration from Class Counsel attesting to their competency to represent the Class and its timely transmission to the LWDA of all necessary PAGA documents.

6.3. **Responsibilities of Counsel.** Class Counsel and Defense Counsel shall be jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval, obtaining a prompt hearing date for the motion, and appearing in Court to advocate in favor of preliminary approval. Class Counsel shall be responsible for serving a copy of the Court's signed Preliminary Approval Order on the Administrator.

6.4. **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval or its supporting documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting 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 on behalf of the Parties by meeting by telephone, and in good faith, to modify the Agreement or take other action necessary to satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. **Selection of Administrator.** The Parties have agreed to appoint the Administrator to administer the Settlement. The Parties and their counsel will represent to the Court that they have no financial interest or other relationship with the Administrator that would create a conflict of interest. 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. The Administrator shall also establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under U.S. Treasury Regulation section

1.468B-1.

7.2. **<u>Notice to Class Members</u>.**

7.2.1. Not later than seven (7) calendar days after receiving the Class and PAGA Employee Data from Defendant, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Member Workweeks and PAGA Employee Pay Periods in the Class and PAGA Employee Data.

7.2.2. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class and PAGA Employee Data from Defendant, the Administrator will send to all Class Members identified in the Class and PAGA Employee Data, via First-Class U.S. Mail. The first page of the Class Notice shall prominently estimate the dollar amounts of the Individual Class Payment payable to the Class Member as a Participating Class Member and, if applicable, the Individual PAGA Payment payable to the PAGA Employee. The Class Notice will also state the number of Workweeks and, if applicable, Pay Periods used to calculate these amounts. Before mailing, the Administrator shall update all mailing addresses using the NCOA Database.

7.2.3. Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by USPS as undeliverable, the Administrator shall re-mail the Class Notice to any forwarding address provided by USPS. If the USPS does not provide a forwarding address, the Administrator shall promptly conduct an Address Search for a more current address and re-mail the Class Notice to the most current address found. 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.

7.2.4. <u>Response Deadline</u>: Class Members shall have forty-five (45) calendar days after the Administrator mails the Class Notice to fax, e-mail, or mail either their (a) Request for Exclusion from the Settlement, (b) Objection to the Settlement, or (c) challenges to their Workweek and/or Pay Period calculations. Class Members to whom the Class Notice is re-sent after having been returned as undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the expiration of the Response Deadline. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.2.5. If the Administrator, Defendant, or Class Counsel are contacted by or discover any person who claims they should have been included in the Class and PAGA Employee Data but did not receive a Class Notice, the Parties will promptly meet and confer in good faith to determine whether to include the person as a Class Member. If the Parties agree, such persons will be entitled to the same rights as other Class Members, the Administrator will promptly send, via e-mail or overnight delivery, them a Class Notice requiring them to exercise the options under this Agreement no later than fourteen (14) days after receipt of the Class Notice, or the Response Deadline in the Class Notice, whichever is later.

7.3. **<u>Requests for Exclusion (Opt-Outs)</u>.**

7.3.1. Class Members who wish to exclude themselves (opt-out of) the Settlement must send the Administrator, by fax, e-mail, or mail, a signed written Request for Exclusion not later than the Response Deadline. A valid Request for Exclusion must be faxed, e-mailed, or mailed, postmarked or transmitted, no later than the Response Deadline and must include the Class Member's name and address and reasonably communicate the Class Member's election to be excluded from the Settlement.

7.3.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all of the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid so long as it is timely and the Administrator can reasonably ascertain the identity of the Class Member and Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise acceptable to challenge.

7.3.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement and shall be entitled to all benefits and bound by the terms and conditions of the Settlement, including the Released Class Claims under Paragraph 5.1 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.3.4. Every Class Member who submits a timely and valid Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Non-Participating Class Members who are PAGA Employees are deemed to have released the Released PAGA Claims under Paragraph 5.2 of this Agreement and are eligible for an Individual PAGA Payment.

7.4. **Objections to Settlement.**

7.4.1. Only Participating Class Members may object to the class action components of the Settlement, including contesting the fairness of the terms, and/or the amounts requested for the Class Representative Service Award, Class Counsel Fees Payment, and/or Class Counsel Litigation Costs Payment.

7.4.2. Participating Class Members may either: (a) submit a written objection to the Administrator by fax, e-mail, or mail, postmarked or transmitted, no later than the Response Deadline, or (b) appear at the Final Approval Hearing, either in person or through their own attorney, to present verbal objections.

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

7.5. **Challenges to the Calculation of Workweeks and/or Pay Periods.** Each Class Member shall have until the Response Deadline to challenge the number of Workweeks, and if applicable, Pay Periods allocated to them in the Class Notice. Any such challenge must be communicated in writing to the Administrator via fax, e-mail, or mail. The Administrator shall encourage the challenging Class Member to submit supporting documentation. In the absence of contrary documentation, the Administrator is entitled to presume that the data in the Class Notice is correct. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final, binding, and not subject to appeal or challenge. The Administrator shall promptly provide copies of all challenges and determinations to Class Counsel and Defense Counsel.

7.6. **Administrator's Duties.** The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.6.1. Requests for Exclusion and Exclusion List: The Administrator will review all Requests for Exclusion as they are received. No later than ten (10) calendar days after the expiration of the Response Deadline, the Administrator shall e-mail a final list to Class Counsel and Defense Counsel containing: (a) the names of all Class Members who submitted timely and valid Requests for Exclusion (the "Exclusion List"); (b) the names of all Class Members who submitted invalid or untimely Requests for Exclusion; and (c) copies of all submitted Requests for Exclusion (whether valid or invalid).

7.6.2. Workweek and/or Pay Period Challenges: The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.6.3. Weekly Reports: On a weekly basis from the mailing of the Class Notice until the Response Deadline, the Administrator must provide written reports to Class Counsel and Defense Counsel tallying the number of: Class Notices mailed and re-mailed, Class Notices returned as undeliverable, Requests for Exclusion received, objections received, and challenges to Workweeks and Pay Periods received and/or resolved ("Weekly Report"). The Weekly Report musts include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.6.4. Administrator's Declaration for Final Approval: Not later than ten (10) calendar days before the deadline for Plaintiff to file the Motion for Final Approval, the Administrator shall provide Class Counsel and Defense Counsel with a signed declaration, suitable for filing with the Court, attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Class Notice, its efforts to locate Class Members, the number of Class Notices returned as undeliverable, the number of Class Notices re-mailed, the total number of Requests for Exclusion received, the number of written objections received, and attaching a copy of the final Exclusion List. Class Counsel shall be responsible for filing this declaration with the Court.

8. ESCALATOR CLAUSE. The Gross Settlement Amount was calculated with, and is premised on, the understanding that as of July 31, 2025, there were approximately 201 Class Members who had worked a total of 12,963 Workweeks during the period of April 16, 2021, through and including July 31, 2025. The Parties agree that if the total number of Workweeks worked by all Class Members during the entire Class Period is determined to be in excess of ten percent (10%) of the estimated 12,963 Workweeks (i.e., above 14,259 Workweeks), then the Gross Settlement Amount will be increased on a pro rata basis for each Workweek above the 14,259 Workweek threshold. For the avoidance of doubt, the additional four (4) Workweeks credited to members of the Waiting Time Sub-Class for purposes of calculating their Individual Class Payment pursuant to Paragraph 3.2.5 shall not be counted toward the total number of Workweeks for purposes of this Escalator Clause.

9. DEFENDANT'S RIGHT TO WITHDRAW FROM SETTLEMENT. If the number of Class Members who submit valid and timely Requests for Exclusion, as identified in the final Exclusion List provided by the Administrator, exceeds ten percent (10%) of the total number of all Class Members to whom a Class Notice was mailed, Defendant may, but is not obligated to, elect to withdraw from and terminate this Agreement. If Defendant elects to withdraw, this Agreement shall be void *ab initio* and shall 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 Administration Costs incurred up to the point of withdrawal. Defendant must notify Class Counsel and the Court in writing of its election to withdraw no later than seven (7) calendar days after the Administrator sends the final Exclusion List to Class Counsel and Defense Counsel. A failure by Defendant to provide timely notice shall be deemed a waiver of its right to withdraw from the Settlement.

10. MOTION FOR FINAL APPROVAL. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file with the Court 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), a proposed Final Approval Order, and a proposed Judgment (collectively "Motion for Final Approval").

10.1. **Response to Objections.** Each Party retains the right to respond to any Objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to 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 this Agreement (including, but not limited to, the scope of the releases to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Payment, Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, and/or Administration Costs 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 Judgment, the Court will retain exclusive and continuing jurisdiction over the Parties, the Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or the Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4. **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Costs Payment set forth in this Agreement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as 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. If an Objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5. **Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.** If a 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 the releases to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Costs 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.

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

12. ADDITIONAL PROVISIONS.

12.1. **No Admission of Liability, Class Certification or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Acton have merit. The Parties agree that certification of the Class is for settlement purposes only. If, for any reason, the Court does not grant Preliminary Approval, Final Approval, or enter the Judgment, or if the Settlement is terminated for any other reason, this Agreement shall be null and void, and the Parties' stipulation to class certification for settlement purposes shall become void. In such an event, Defendant reserves the right to contest certification of any class for any reason, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. 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.

12.1. **Confidentiality Prior to Preliminary Approval.** Plaintiff, Class Counsel, Defendant, and Defense Counsel agree that until the Motion for Preliminary Approval is filed with the Court, they and each of them will not disclose, disseminate, or publicize the terms of this Agreement, directly or indirectly, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversion or communication, with any third party regarding this Agreement or the matters giving rise to this agreement before the filing of the Motion for Preliminary Approval. If asked about the Action, the Parties and their counsel agree to respond only that "the matter has been resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations.

12.2. **No Solicitation.** The Parties and their respective counsel agree that they will not solicit, encourage, or otherwise assist any Class Member to opt out of or object to the Settlement, or to appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members regarding their rights and options under the Settlement in accordance with Class Counsel's ethical obligations.

12.3. **Integrated Agreement.** This Agreement, together with its attached exhibits, shall constitute the entire agreement between the Parties relating to the Settlement and supersedes any and all prior oral or written representations, warranties, covenants, or agreements, including but not limited to the Memorandum of Understanding executed on September 11, 2025. No other representations, warranties, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, and covenants memorialized in this document.

12.4. **Attorney Authorization.** Class Counsel and Defense Counsel 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 hereto.

12.5. **Cooperation.** The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement, obtain Court approval, and effectuate the terms of this Agreement. This includes, without limitation, executing all necessary documents and taking all steps necessary to secure the prompt approval of 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, the Parties will meet and confer in good faith to resolve the issue and, if necessary, seek the assistance of a mediator and/or the Court for resolution.

12.6. **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.

12.7. **No Tax Advice.** Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or the tax consequences of this Settlement, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasure Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.8. **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 their representatives, and approved by the Court.

12.9. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of the Parties hereto and their respective heirs, beneficiaries, administrators, executors, representatives, successors, and assigns.

12.10. **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 its conflict of law principles.

12.11. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement is the product of negotiation and shall not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.12. **Use and Return of Data.** The Class and PAGA Employee Data provided by Defendant to Class Counsel and the Administrator are for the sole purpose of administering this Settlement and shall not be used for any other purpose whatsoever.

12.13. **Headings.** The descriptive headings of any section or paragraph of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

12.14. **Calendar Days.** Unless otherwise specified, all references to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or a state or federal legal holiday, such date or deadline shall be extended to the next business day.

12.15. **Notice.** All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day send by e-mail or messenger, addressed as follows:

To Plaintiff:

Nathan J. Reese, Esq.
Monique R. Rodriguez, Esq.
ARCH Legal, P.C.
3555 Fifth Avenue, Suite 200
San Diego, California 92103
Telephone: 619.692.0800
E-mail: nreese@archlegal.com; mrodriguez@archlegal.com

To Defendant:

John E. Solis, Esq.
Gordon Reese Scully Mansukhani, LLP
101 W. Broadway, Suite 2000
San Diego, California 92101
Telephone: 619.696.6700
E-mail: jsolis@grsm.com

12.16. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts. Electronic (i.e., DocuSign), facsimile, or scanned signatures shall be deemed as valid and binding as original signatures. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.17. **Stay of Litigation.** Upon execution of this Agreement, the Parties agree that the Action shall be stayed for all purposes except those related to seeking approval and effectuating the terms of this Settlement. The Parties further stipulate to extend the five-year deadline to bring the Action to trial under California Code of Civil Procedure section 583.310 for the period during which this Settlement is being finalized, approved, and implemented.

ACCEPTED AND AGREED:

Date: 1/23/2026

Signed by:
Sheyniah Walker
D6E5CB363B12423...

Plaintiff Sheyniah Walker

Date: 1/27/2026

Defendant Juneshine, Inc.
By: Phil Frost

APPROVED AS TO FORM AND CONTENT BY COUNSEL:

Date: January 23, 2026

Nathan Reese

Nathan J. Reese, Counsel for Plaintiff Sheyniah Walker

Date: January 28, 2026

John E. Solis, Counsel for Defendant Juneshine, Inc.

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Sheyniah Walker v. Juneshine, Inc., et al.
San Diego County Superior Court, Case No. 25CU020896C

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action and Private Attorneys General Act ("PAGA") action lawsuit ("Action") against Juneshine, Inc. ("Juneshine" or "Defendant") for alleged wage and hour violations. The Action was filed by a former Juneshine, Inc. employee, Sheyniah Walker, ("Plaintiff") and seeks (1) payment of unpaid wages, restitution, and other relief for a class of persons who were classified as non-exempt, performed work for Juneshine in California, and were directly employed by Juneshine ("Class Members") during the Class Period (April 16, 2021 through and including [Date]); and (2) civil penalties under the PAGA for all persons who were classified as non-exempt, performed work for Juneshine in California, and were directly employed by Juneshine during the PAGA Period (April 5, 2021 through and including [Date]) ("PAGA Employees").

The proposed Settlement has two main parts: (1) a class settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, your **Individual Class Payment** is estimated to be **$**\_\_\_\_\_\_\_\_\_\_\_\_\_ (less withholding) and your **Individual PAGA Payment** is estimated to be **$**_______________. The actual amount you may receive likely will be different and will depend on a number of factors. Be advised that if no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.

The above estimates are based on Defendant's records showing that you worked ______ **workweeks** during the Class Period and _____ **pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Juneshine to make payments under the Settlement and requires Class Members and PAGA Employees to give up their rights to assert certain claims against Juneshine.

If you worked for Juneshine during the Class Period, you have two basic options under the Settlement:

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Juneshine.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Juneshine. If you are also a PAGA Employee, you will remain eligible for an Individual PAGA Payment. You cannot exclude yourself from the PAGA portion of the proposed Settlement.

Juneshine will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Do Nothing and Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert the wage claims against Juneshine that are covered by this Settlement (Released Class Claims). See Section **3** of this Notice. If you are also a PAGA Employee, in exchange for the Individual PAGA Payment, you will give up your right to assert the penalty claims against Juneshine that are covered by this Settlement (Released PAGA Claims). See Section **3** of this Notice.
Opt-Out (Exclude Yourself) of the Class Settlement **Deadline is: [Date]**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the class portion of the Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and you will (1) no longer be eligible for an Individual Class Payment, and (2) no longer be able to object to any portion of the proposed Settlement. See Section **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. All PAGA Employees will receive an Individual PAGA Payment and give up their rights to assert the civil penalty claims against Juneshine that are covered by this Settlement (Released PAGA Claims). See Section **3** of this Notice.

Object to the Settlement **Deadline is: [Date]**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
Challenge the Calculation of Your Workweeks/Pay Periods **Deadline is: [Date]**	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your Individual PAGA Payment depends on how many pay periods you worked during the PAGA Period. The number Workweeks and/or Pay Periods you worked according to Juneshine's records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by [date]. See Section **4** of this Notice.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT'S NOT REQUIRED	
Date: [Date] **Time: [Time]**	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can orally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Juneshine employee. The Action accuses Juneshine of violating California labor laws by failing to pay failing to timely pay minimum wages and/or regular wages; failing to timely pay overtime and/or double time wages; failing to provide compliant meal periods and/or pay premium wages; failing to provide rest periods and/or pay premium wages; failing to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties; failing to furnish accurate itemized wage statements; failing to reimburse for business expenses; and requiring employees to agree to terms and conditions prohibited by law, among other things. Based on the same violations Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act.

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

Plaintiff is represented by counsel in the Action ("Class Counsel") and Juneshine is represented by counsel ("Defense Counsel") See Section **9** below for their contact information.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Juneshine or Plaintiff is correct on the merits. In the meantime, Plaintiff and Juneshine hired an experienced, neutral mediator, in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Juneshine have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Juneshine does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Juneshine has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

(1) <u>Defendant Will Pay $325,000.00 as the Gross Settlement Amount (Gross Settlement)</u>. Juneshine has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, LWDA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Cost Payment, and the Administrator's costs. Assuming the Court grants Final Approval, Juneshine will fully fund the Gross Settlement Amount not less than six (6) months after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

(2) <u>Court Approved Deductions from Gross Settlement Amount</u>. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

a) Up to $113,750.00 (35% of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to $16,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

b) Up to $5,000.00 as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment

c) Up to $7,000.00 to the Administrator for services administering the Settlement.

d) $15,000.00 for the PAGA Payment, allocated 65% to the LWDA Payment for payment to the California Labor and Workforce Development Agency and 35% in Individual PAGA Payments to the PAGA Employees based on their share of Pay Periods worked during the PAGA Period.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

(3) Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Workweeks worked during the Class Period.

(4) Taxes Owed on Payments to Class Members. Plaintiff and Juneshine are asking the Court to approve an allocation of 30% of each Individual Class Payment to taxable wages ("Wage Portion") and 70% to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Juneshine will separately pay employer payroll taxes it owes on the Wage Portion. The Administrator will report the Non-Wage Portions of the Individual Class Payments and the Individual PAGA Payments on IRS 1099 Forms.

Although Plaintiff and Juneshine have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

(5) Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments or Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California State Controller's Unclaimed Property Fund in your name. If the monies represented by your check are deposited with the California State Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

(6) Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **[Date]** ("Response Deadline"), that

you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Juneshine.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (i.e., Non-Participating Class Members) remain eligible for Individual PAGA Payments and will give up their right to assert PAGA claims against Juneshine for the PAGA Period based on the facts alleged in the Action.

(7) The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Juneshine have agreed that, in either case, the Settlement will be void: Juneshine will not pay any money and Class Members will not release any claims against Juneshine.

(8) Administrator. The Court has appointed a neutral company, Apex Class Action, LLC (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over workweeks and/or Pay Period worked, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section **9** of this Notice.

(9) Participating Class Members' Release. After the Judgment is final, Juneshine has fully funded the Gross Settlement Amount, and Juneshine has separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the Released Class Claims under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Juneshine or related entities for wages for the Class Period based on the facts, as alleged in the Action and resolved by this Settlement.

Participating Class Members will be bound by the following release:

> Participating Class Member, on behalf of themself and their respective heirs, executors, administrators, representatives, attorneys, successors, and assigns, will release the Released Parties from all claims, actions, demands, causes of action, suits, debts, obligations, demands, rights, liabilities or legal theories of relief that are based on the facts and legal theories asserted in the operative complaint in the Action, or which relate to the primary rights asserted in the operative complaint in the Action, including without limitation claims for (1) failing to timely pay minimum wages and/or regular wages; (2) failing

to timely pay overtime and/or double time wages; (3) failing to provide compliant meal periods and/or pay premium wages; (4) failing to provide rest periods and/or pay premium wages; (5) failing to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties; (6) failing to furnish accurate itemized wage statements; (7) failing to reimburse for business expenses; and (8) engaging in unlawful, unfair, and/or fraudulent business practices in violation of California Business and Professions Code section 17200 *et seq*. ("Released Class Claims"). The Released Class Claims cover the entire Class Period. The *res judicata* effect of the Judgment as to the Released Class Claims shall be coextensive with the scope of the Released Class Claims.

(10) <u>PAGA Employees' Release</u>. After the Judgment is final, Juneshine has fully funded the Gross Settlement Amount, and Juneshine has separately paid all employer payroll taxes, PAGA Employees will be legally barred from asserting any of the Released PAGA Claims under the Settlement. This means you cannot sue, continue to sue, or be part of any other lawsuit against Juneshine or related entities for civil penalties for the PAGA Period based on facts, as alleged in the Action and resolved by this Settlement.

PAGA Employees will be bound by the following release:

> Each PAGA Employee, on behalf of themself and their respective heirs, executors, administrators, representatives, attorneys, successors, and assigns, will release the Released Parties from all claims pursuant to the California Private Attorneys General Act (codified in California Labor Code section 2698 *et seq*.) based on the facts and legal theories asserted in the operative complaint in the Action, or which relate to the primary rights asserted in the operative complaint in the Action, including without limitation claims for (1) failing to timely pay minimum wages and/or regular wages; (2) failing to timely pay overtime and/or double time wages; (3) failing to provide compliant meal periods and/or pay premium wages; (4) failing to provide rest periods and/or pay premium wages; (5) failing to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties; (6) failing to furnish accurate itemized wage statements; (7) failing to reimburse for business expenses; and (8) requiring employees to agree to terms and conditions prohibited by law ("Released PAGA Claims"). The Released PAGA Claims cover the entire PAGA Period. The *res judicata* effect of the Judgment as to the Released PAGA Claims shall be coextensive with the scope of the Released PAGA Claims.

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4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

(1) Individual Class Payments. The Administrator will calculate each Individual Class Payment by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each Participating Class Member's Workweeks. For purposes of this calculation, Members of the Waiting Time Sub-Class will be credited with an additional four (4) Workweeks.

(2) Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Employees' thirty-five percent (35%) share of the PAGA Payment ($5,250.00) by the total number of Pay Periods worked by all PAGA Employees during the PAGA Period, and (b) multiplying the result by the number of Pay Periods worked by each PAGA Employee.

(3) Workweek and Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of Pay Periods you worked during the PAGA Period, as recorded in Juneshine's records, are stated in the first page of this Notice. You have until **[Date]** ("Response Deadline") to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, e-mail or fax. Section **9** of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Juneshine's calculation of Workweeks and Pay Periods based on Juneshine's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Juneshine's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

(1) Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) and PAGA Employee. The single check will combine the Individual Class Payment and Individual PAGA Payment.

(2) PAGA Employees. If you opted out of the class Settlement, but qualify as a PAGA Employee, then the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Employee, including those who opt of the class Settlement.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the class Settlement to the Administrator mail, e-mail, or fax by **[date]** ("Response Deadline"). The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Walker v. Juneshine, Inc.*, San Diego County Superior Court, case number 25CU020896C, and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **You must send your request to be excluded by the Response Deadline, or it will be invalid.** Section **9** of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. At least sixteen (16) court days before the **[date]** Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Class Representative Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section **9** of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [administrator's website] or the Court's website https://www.sdcourt.ca.gov/.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval, and/or Motion for Fees, Litigation Expenses and Class Representative Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [date] ("Response Deadline")**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Walker v. Juneshine, Inc.*, San Diego County Superior Court, case number 25CU020896C, and include your name, current address, telephone number and approximate dates of employment for Juneshine and sign the objection. Section **9** of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section **8** of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [date] at [time] in Department C-74 of the San Diego County Superior Court, located at 330 W. Broadway, San Diego, California 92101. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or remotely by Microsoft Teams using the link for the department. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [administrator's website] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION

The Agreement sets forth everything Juneshine and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at [administrator's website]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the San Diego County Superior Court website by going to https://odyroa.sdcourt.ca.gov/ and inserting the case number for the Action.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel

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Administrator

Apex Class Action, LLC
Mailing Address
City, State, Zip
Telephone: [Phone #]
Facsimile: [Fax #]
E-mail: [Email address]
Website: [website]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the California State Controller's Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.