THE WHEELER LAW FIRM, APC
Scott Ernest Wheeler (SBN 187998)
Justin A. Wheeler (SBN 342226)
250 West First Street, Suite 216
Claremont, California 91711
Telephone: (909) 621-4988
Facsimile: (909) 621-4622
Email: sew@scottwheelerlawoffice.com
jaw@scottwheelerlawoffice.com

Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

LONDY CABRERA, individually, and on behalf of all others similarly situated, Plaintiff, v. PIZZA MADISON LLC, a California corporation; and DOES 1 through 50, inclusive, Defendants.	CASE NO.: CGC-25-628992 **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE** Action Filed: September 10, 2025 Trial Date: None Set

This Class Action and PAGA Settlement and Release ("Settlement Agreement") is entered into by and between Plaintiff Londy Cabrera ("Plaintiff"), on behalf of herself and all others similarly situated, on the one hand, and Defendant, Pizza Madison LLC ("Pizza Madison" or "Defendant"), on the other hand. Plaintiff and Defendant are collectively referred to herein as "Parties" and individually referred to herein as a "Party." In consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree that, pursuant to the terms and conditions set forth herein, which are subject to approval of the Court, this Action and the Released Claims shall be settled and compromised as between Plaintiff and the Class on the one hand and Defendant on the other hand.

DEFINITIONS

1. "Action" means *Londy Cabrera v. Pizza Madison LLC, et al.*, Superior Court of the State of California for the County of San Francisco, Case No.: CGC-25-628992.

2. "Class" means all non-exempt, hourly employees who worked for Defendant at any time in the state of California from March 4, 2021, through October 28, 2025.

3. "Class Counsel" means Scott Ernest Wheeler and Justin A. Wheeler of The Wheeler Law Firm, APC.

4. "Class Counsel Award" means attorneys' fees for Class Counsel's litigation and resolution of this Action and Class Counsel's expenses and costs incurred in connection with this Action.

5. "Class Information" means information regarding Class Members that Defendant will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet or Microsoft Word Document and shall include: each Class Member's full name; social security number; last known address; last known telephone number and email address (if available); and number of Compensable Workweeks and Compensable PAGA Pay Periods."

6. "Class Member" means each person who is a member of the Class defined above and who is eligible to participate in this Settlement.

7. "Class Period" means the time period from March 4, 2021, through October 28, 2025.

8. "Class Representative Service Award" means the amount that the Court authorizes to be paid to Plaintiff in recognition of, *inter alia*, Plaintiff's efforts and risks in assisting with the prosecution of the Action and in return for executing a general release with Defendant.

9. "Compensable Workweek" or "Compensable Workweeks" means a reasonable estimate of workweeks worked by each Class Member as a non-exempt employee in California for Defendant individually and collectively by all Class Members during the Class Period based on Defendant's records and used as a value to calculate Individual Settlement Payments. The number of Compensable Workweeks for each Class Member will be determined by adding all the calendar days within the inclusive dates of employment for the employee and dividing that number by seven. Any partial workweek will be expressed as a percentage of a full workweek. If it can be readily determined, workweeks where someone was employed but did not record any hours can be excluded from this calculation.

10. "Compensable PAGA Pay Period" or "Compensable PAGA Pay Periods" means a reasonable estimate of pay periods worked by each PAGA Member, as a nonexempt employee in California for Defendant, individually and collectively by all PAGA Members, during the period from of December 30, 2023, through October 28, 2025, based on Defendant's records and used as a value to calculate PAGA Payments. The number of Compensable PAGA Pay Periods for each PAGA Member will be determined by adding all the calendar days within the inclusive dates of employment for the employee and dividing that number by the actual length of Defendant's standard pay period. Any partial pay period will be expressed as a percentage of a full pay period. If it can be readily determined, pay periods where someone was employed but did not record any hours or earnings can be excluded from this calculation.

11. "Court" means the Superior Court for the County of San Francisco, State of California.

12. "Defendant" means Pizza Madison LLC.

13. "Effective Date" means the date on which the Superior Court's Final Approval Order and Judgment becomes final. The Superior Court's Final Approval Order and Judgment "becomes final" upon the latter of: (a) if there is no Objection to the Settlement, or if there is an Objection but it

is withdrawn, then, the date that the Final Approval Order and Judgment is filed by the Court; (b) if there is an Objection to the Settlement that is not withdrawn, but no appeal is commenced thereafter, then, sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is filed by the Court; or (c) if there is an Objection to the Settlement, that is not withdrawn, and any appeal, writ, or other appellate proceeding opposing the Settlement has been filed within sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is filed by the Court, then, when any such appeal, writ, or other appellate proceeding opposing the validity of the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief. Defendant shall fund the Gross Settlement Amount in accordance with Paragraph 54 of this Agreement.

14. "Final Approval Order and Judgment" means an order and judgment that the Court will file which finally approves this Settlement and enters a judgment in favor of Plaintiff.

15. "Gross Settlement Amount" means the maximum amount which Defendant is obligated to pay under this Settlement Agreement, which is One Hundred and Thirty Thousand Dollars ($130,000.00), subject to increase *only* under the circumstances set forth in paragraph 58. This is an "all in" non-reversionary Settlement in which Defendant is required to pay the entire Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendant under any circumstances. Payments of any appropriate and lawfully-required employer's share of the payroll taxes on the taxable portion of the settlement payments shall be paid separately from the Gross Settlement Amount by Defendant within thirty (30) calendar days after the Effective Date.

16. "Individual Settlement Payment" means the amount payable from the Net Settlement Amount to each Settlement Class Member.

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

18. "Net Settlement Amount" means the Gross Settlement Amount, less the Class Counsel Award, Class Representative Service Award, payment to the LWDA and PAGA Members for PAGA penalties, and Settlement Administration Costs.

19. "Notice of Class and PAGA Settlement" means the notice, substantially in the form attached hereto as **Exhibit 1**, which the Settlement Administrator will mail to each Class and PAGA

Member, and which explains, *inter alia*, the terms of this Settlement Agreement, the settlement process, and each Class Member's estimated Individual Settlement Payment. Notice of Class Settlement will be provided to the Class in English and Spanish.

20. "Operative Complaint" means the Class Action and PAGA Representative Complaint on file in this action.

21. "Objection" means a letter or other written communication submitted by a Class Member to the Settlement Administrator that contains a clear statement by the Class Member that he or she is objecting to any of the terms of the Settlement.

22. "PAGA Member" or "PAGA Members" means all non-exempt, hourly employees who worked for Defendant at any time in the state of California from December 30, 2023, through October 28, 2025.

23. "Parties" means Plaintiff and Defendant, collectively, and "Party" means either Plaintiff or Defendant, individually and/or collectively.

24. "Payment Ratio" means the respective Compensable Workweeks for each Settlement Class Member divided by the total Compensable Workweeks for all Settlement Class Members.

25. "PAGA Payment Ratio" means the respective Compensable PAGA Pay Periods for each PAGA Member divided by the total Compensable PAGA Pay Periods for all PAGA Members.

26. "PAGA Period" means the time period from December 30, 2023, through October 28, 2025.

27. "Plaintiff" or "Class Representative" refers to Londy Cabrera.

28. "Preliminary Approval Date" means the date upon which the Court files an order substantially in the form attached hereto as **Exhibit 2**, and which grants preliminary approval of the Settlement.

29. "Request for Exclusion" means a letter or other written communication submitted by a Class Member to the Settlement Administrator that contains a clear statement by the Class Member that he or she is electing to be excluded from the Settlement.

30. "Released Claims by Plaintiff" are set forth in paragraph 47 below. As of the date Defendant fully funds the Settlement, Plaintiff will, and hereby does, release the Released Claims by Plaintiff.

31. "Released Claims by Settlement Class Members" means: As of the Effective Date, Settlement Class Members shall fully and finally release and discharge Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action contingent or accrued for, that were pleaded in, or that arise out of or relate to the facts and claims alleged in the Operative Complaint, including any claims for: (a) failure to provide required meal periods, California Labor Code §§ 226.7, 510, 512, 1194, 1197, IWC Wage Order No. 5-2001, §11; (b) failure to provide required rest periods, California Labor Code §§ 226.7, 512, and IWC Wage Order No. 5-2001, §12; (c) failure to pay overtime wages, California Labor Code §§ 510, 1194, 1198 and IWC Wage Order No. 5-2001, §3; (d) failure to pay minimum wages, California Labor Code §§ 1194, 1197, and IWC Wage Order No. 5-2001, §4; (e) failure to timely pay wages §§ 204 and 210; (f) failure to timely pay all wages during employment and to discharged and quitting employees, California Labor Code §§ 201, 202 and 203; (g) failure to furnish accurate, itemized wage statements, in violation of California Labor Code §§ 226, and IWC Wage Order No. 5-2001, §7; (h) failure to maintain required records, in violation of California Labor Code §§226, 1174, and IWC Wage Order No. 5-2001, §7; (i) failure to reimburse necessary business expenses, California Labor California Labor Code §2802; and (l) unlawful business practices under California, Business and Professions Code §17200, et seq. predicated on any of the violations of the California Labor Code and the applicable IWC Wage Order(s) as alleged in the Operative Complaint including but not limited to, claims for restitution and other equitable relief, liquidated damages, or penalties; and any other benefit, wages, penalties, or other amounts claimed on account of the allegations or the primary rights asserted in the Operative Complaint. This release shall apply to any and all claims arising during the Class Period that are based on or arise out of the facts alleged in the Operative Complaint. Plaintiff and Defendant intend that the Settlement described in this Settlement Agreement will release and preclude any further claim, whether by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind, by each and all of the Settlement Class Members to

obtain a recovery to any and all of the Released Claims. This release excludes the release of claims not otherwise permitted by law, e.g., Worker's Compensation and unemployment insurance benefits.

32. "Released Parties" collectively mean: (i) Defendant; (ii) Defendant's respective past, present and future parents, subsidiaries and affiliates, successors and assigns; and (iii) the past, present and future shareholders, owners, managers, officers, directors, partners, members, agents, employees, attorneys, insurers, predecessors, successors and assigns of any of the foregoing.

33. "Response Deadline" means forty-five (45) days after the postmark date of the Notice of Class Settlement that the Settlement Administrator shall mail to Class Members, and the last date on which Class Members may: (a) submit a Request for Exclusion; (b) submit an Objection to the Settlement; or (c) submit a dispute concerning the number of Compensable Workweeks and/or Compensable PAGA Pay Periods he/she/they worked.

34. "Settled PAGA Claims" means claims for civil penalties only under the Private Attorneys General Act ("PAGA"), based on claims that were alleged in Plaintiff's PAGA Notice dated March 4, 2025, or arise out of the facts alleged therein, arising during the PAGA period, including but not limited to: (a) failure to provide required meal periods, California Labor Code §§ 226.7, 510, 512, and IWC Wage Order No. 5-2001, §11; (b) failure to provide required rest periods, California Labor Code §§ 226.7, 512 and IWC Wage Order No. 5-2001, §12; (c) failure to pay overtime wages, California Labor Code §§510, 1194, 1197, 1198, and IWC Wage Order No. 5-2001, §3; (d) failure to pay minimum wages and split shift premiums, California Labor Code §§ 1194, 1197 and IWC Wage Order No. 5-2001, §4; (e) failure to timely pay all wages due during employment and to discharged and quitting employees, California Labor Code §§ 201-204, 210; (f) failure to furnish accurate, itemized wage statements, California Labor Code §§ 226, 226.3 and IWC Wage Order No. 5-2001, §7; (g) failure to maintain required records, California Labor Code §§ 226, 1174 and IWC Wage Order No. 5-2001, §4; (h) failure to reimburse for necessary business expenses, California Labor Code § 2802; (i) failure to pay all gratuities, California Labor Code §351; (j) failure to provide suitable seating, in violation of IWC Wage Order 5-2001, Section 14; (k) failure to implement a workplace violence prevention policy, California Labor Code §§6401.7 and 6401.9; (l) failure to implement an indoor heat prevention policy, California Labor Code §671 and IWC Wage Order 5-

2001, §10 and California Code of Regulations, Sections 3395 and 3396, Title 8; and the violation of any other primary rights alleged in Plaintiff's Operative Complaint and in Plaintiff's PAGA Notice dated March 4, 2025. This release is expressly limited to claims for civil penalties arising during the PAGA Period that were alleged in Plaintiff's PAGA Notice or arise out of the facts alleged therein.

35. "Settlement" means the disposition of the Action pursuant to this Agreement.

36. "Settlement Administration Costs" means the amount to be paid to the Settlement Administrator from the Gross Settlement Amount for administration of this Settlement.

37. "Settlement Administrator" means Phoenix Settlement Administrators ("Phoenix"). The Settlement Administrator shall be responsible for, *inter alia*: (a) performing Spanish translations of the Notice of Class Settlement; printing, mailing and emailing (if a Class Member's email address is available) the Notice of Class Settlement to the Class in English and Spanish; (b) receiving and reporting the Requests for Exclusion and Objections submitted by Class Members; (c) providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; (d) processing and mailing payments to Plaintiff, Class Counsel, the LWDA, and Settlement Class Members; and (e) any other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities. The Settlement Administrator will provide notice of the continuance of the final approval hearing date if a Class member submits a timely objection. The Parties agree that they have no financial interest or other relationship with Phoenix that could create a conflict of interest. Should a conflict of interest or other issue lead to the disqualification of the selected Settlement Administrator, the Parties will meet and confer as to a suitable replacement.

38. "Settlement Class" or "Settlement Class Members" means all Class Members who have not opted out of the Class by submitting a valid and timely Request for Exclusion.

RECITALS

39. Procedural History. On September 10, 2025, Plaintiff filed a Class Action and PAGA Representative Action Complaint against Defendant, Pizza Madison LLC, in San Francisco Superior Court, Case No.: CGC-25-628992 which is the "Operative Complaint."

40. Investigation and Discovery. The Parties have conducted significant investigation of the facts and law during the prosecution of this Action and before this Settlement was reached. Such discovery and investigation included, *inter alia*, the exchange of information and extensive documents pertaining to Plaintiff and the Class, and numerous meetings and informal conferences wherein the Parties exchanged information, class data, and theories of the case. Plaintiff has also investigated the law as applied to the facts of Plaintiff's claims and Defendant's potential defenses thereto.

41. Mediation. The Parties participated in a private mediation session with the highly experienced mediator, Louis Marlin, Esq., on August 8, 2025. After a full day of mediation, a Mediator's Proposal was made and accepted by the Parties resulting in proposed settlement regarding the material terms for a proposed class action and PAGA settlement that would fully resolve this matter, subject to Court approval.

42. Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to litigate Plaintiff's claims through trial and any possible appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendant's defenses thereto, and the difficulties in establishing damages for the Class. Plaintiff and Class Counsel have also taken into account Defendant's agreement to enter into a settlement that confers substantial relief upon the members of the Class. Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement set forth in this Settlement Agreement is a fair, adequate, and a reasonable settlement, and is in the best interests of the Class.

43. Defendant's Reasons for Settlement. Defendant concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of Defendant's time, energy, and resources have been and, unless this Settlement is completed, will continue to be devoted to the defense of the claims asserted by Plaintiff. Defendant has also taken into account the risks of further litigation in reaching their decision to enter into this Settlement. Even though Defendant continues to contend that it is not liable for any of the claims alleged by Plaintiff in this

Action, Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth in this Settlement Agreement to put to rest the claims in this Action.

STIPULATION AND AGREEMENT

44. NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

45. It is agreed by and among Plaintiff and Defendant that this Settlement shall bind the Plaintiff, Settlement Class Members, and Defendant, subject to the terms and conditions hereof.

46. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

47. Released Claims by Plaintiff. As of the date Defendant fully funds the Settlement, Plaintiff agrees to the Release of Claims by Settlement Class Members, which is set forth in paragraph 31 above. In addition to Release of Claims by Settlement Class Members and as a material inducement to Defendant to enter into this Settlement Agreement, Plaintiff does hereby, for herself and for her spouse, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees,

conservators, guardians, personal representatives, and assigns, forever and completely release and discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the beginning of time through the execution of this Settlement Agreement, whether known or unknown, suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating to Plaintiff's employment with or work for Defendant or the remuneration for or termination of such employment.

Without limiting the generality of the foregoing, Plaintiff expressly releases all claims arising under the California Labor Code (including, but not limited to, sections 201, 201.3, 202, 203, 204, 210, 216, 218.6, 221, 222, 225.5, 223.2, 224, 225, 225.5, 226.7, 227.3, 246, 248.1, 248.2, 248.3, 248.6, 450, 510, 511, 512, 558, 1174, 1174.5, 118.12, 1194, 1197, 1197.1, 1197.2, 1198, 2802, 2698 et seq., and 2802); the Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004 ("PAGA"); California Business and Professions Code section 17200 et seq.; the California Civil Code, to include, but not limited to, section 3336 and 3294; the California common law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq. Plaintiff's Released Claims also include all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, and wrongful termination such as by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act; and the law of contact and tort. This release excludes the release of claims not permitted by law. As to the Plaintiff's Released Claims only, Plaintiff expressly waives all rights and benefits under the terms of section 1542 of the California Civil Code. Section 1542 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.

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all parties, Plaintiff and Class Counsel expressly acknowledge that this Settlement Agreement is intended to include in its effect, without limitation, all claims that Plaintiff knew of, as well as all claims that she does not know or suspect to exist in his favor against the Released Parties, or any of them, for the time period from the beginning of time to the execution of this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Plaintiff and Plaintiff's Counsel do not currently intend to pursue any claims against Defendant, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendant, and Plaintiff's Counsel is not currently aware of any facts or legal theories upon which any claims or causes of action could be brought against Defendant, excepting those facts or legal theories alleged in the Operative Complaint in this Action. This release does not include claims which cannot be released such as those for unemployment or Worker's Compensation benefits.

48. Class Certification. For settlement purposes only, Defendant will stipulate that the Settlement Class Members described herein who do not request exclusion from the Settlement Class may be conditionally certified as a settlement class. This stipulation to certification is in no way an admission that class action certification is proper and shall not be admissible in this or in any other action except for the sole purposes of enforcing this Agreement. Should the Court fail to issue Final Approval for any reason, the Parties' stipulation to class certification as part of the Settlement Agreement shall become null and void *ab initio* and shall remain protected by California Evidence Code Section 1152 and shall have no bearing on and shall not be admissible in connection with the issue of whether certification would be appropriate in a non-settlement context. Plaintiff expressly reserves her rights and declares that she will continue to pursue class certification and a trial should the Court fail to grant Final Approval.

49. Approval of Settlement. Plaintiff will move the Court to grant preliminary and final approval of this class action Settlement. The Parties agree to work diligently and cooperatively to have this matter presented to the Court for preliminary and final approval.

50. Release of Claims by Settlement Class Members. As of the Effective Date, Settlement Class Members release the "Released Claims by Settlement Class Members," as defined.

51. Release of Settled PAGA Claims. As of the Effective Date, PAGA Members release the "Settled PAGA Claims," as defined.

52. Settlement Administration. Within fourteen (14) calendar days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the Class Information.

53. Notice to the Class. Upon receipt of the Class Information, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. Within ten (10) calendar days after receiving the Class Information, the Settlement Administrator shall mail and email (if a Class Member's email address is available) copies of the Notice of Class Settlement to all Class Members via regular First Class U.S. Mail and email (if available) in both English and Spanish. The Settlement Administrator shall exercise its best judgment to determine the current mailing and email address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member."

a. Undeliverable Notices. Any Notice of Class Settlement returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto, if any, within ten (10) calendar days. For any undeliverable Notice of Class Settlement returned for which no forwarding address is affixed, the Settlement Administrator will conduct its investigation for an updated address of the Class Member and re-mail the Notice of Class Action Settlement. If an updated address is found, the Settlement Administrator shall have seven (7) days to re-mail the Notice of Class Action Settlement from receipt of the undelivered envelope. The Settlement Administrator will provide a cover letter notifying the Class Member of the extended Response Deadline, i.e., that any Class Member who receives a re-mailed Notice of Class Settlement shall have thirty (30) days after the postmark date of the re-mailed Notice of Class Settlement to: (a) submit a Request for Exclusion; (b) submit an Objection to the Settlement; or (c) submit a workweek or PAGA pay period dispute.

b. Disputes Regarding Individual Settlement Payments. Class Members will have the opportunity, should they disagree with Defendant's records regarding the dates of employment stated in the Notice of Class Settlement, to provide documentation and/or an explanation to show contrary information by the Response Deadline. The dispute form must: (a) contain the full name, address, and telephone number of the Class Member, and the last four digits of the Class Member's social security number or full employee ID number; (b) contain the case name and case number; (c) include a clear statement by the Class Member that he or she is disputing the number of Compensable Workweeks and/or Compensable PAGA Pay Periods and the basis for the dispute; (d) include any documentation demonstrating that the number of Compensable Workweeks and/or Compensable PAGA Pay Periods listed in the Notice of Class Settlement is incorrect; (e) be signed by the Class Member; and (f) be postmarked by the Response Deadline. The date of the postmark on the return mailing envelope on the dispute form shall be the exclusive means used to determine whether it has been timely submitted. If there is a dispute, the Settlement Administrator will consult with the Parties, but Defendant shall have the right to provide input and supporting records before any adjustment is made. The Settlement Administrator is the final decisionmaker regarding disputes over the number of Compensable Workweeks and/or Compensable PAGA Pay Periods and will inform Class Members of the final determination regarding any such disputes. In addition to U.S. Mail, a Class Member may also submit a dispute form by facsimile or email to the Settlement Administrator within the Response Deadline. The Settlement Administrator shall then determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. In the absence of circumstances indicating fraud, manipulation or destruction, Defendant's records shall be given a rebuttable presumption of accuracy and shall control unless the Class Member produces reliable documentary evidence to the contrary.

c. Request for Exclusion. Class Members who wish to exclude themselves from the Settlement must submit to the Settlement Administrator a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (a) contain the full name, address, and telephone number of the Class Member, and the last four digits of the Class Member's social security number or full employee ID number; (b) contain the case name and case number; (c) contain a clear statement by the Class Member that he or she is electing to be excluded from the Settlement; (d) be signed by the Class Member; and (e) be postmarked by the Response Deadline if submitted by U.S. Mail. The date of the postmark on the return mailing envelope on the Request for Exclusion submitted by U.S. Mail shall be the exclusive means used to determine whether it has been timely submitted. In addition to U.S. Mail, a Class Member may also submit a Request for Exclusion by facsimile or email to the Settlement Administrator within the Response Deadline. A Request for Exclusion shall not be presumptively invalid if it does not contain the requirements of (a) through (d) if the Settlement Administrator can ascertain the identity of the Class Member who wants to exclude themselves from the Settlement. Any Class Member who requests to be excluded from the Settlement Class shall not be entitled to any recovery under the Settlement and shall not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon except as to any distribution based upon PAGA penalties. PAGA Members will receive their share of the PAGA Payment and the Settled PAGA Claims will be released even if the Class Member submits a timely Request for Exclusion. Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any Final Approval Order and Judgment entered in this Action.

d. Objections. Class Members who wish to object to the Settlement can either mail or send by facsimile or email to the Settlement Administrator a written Objection by the Response Deadline. The Objection should: (a) contain the full name, address, and telephone number of the Class Member, and the last four digits of the Class Member's social security number or full employee ID number; (b) contain the case name and case number; (c) contain the dates of employment of the Class Member; (d) be signed by the Class Member; (e) state the basis for the Objection, including any legal briefs, papers or memoranda in support of the Objection; and (f) be postmarked by the Response Deadline. The date of the postmark on the return mailing envelope on the Objection shall be the exclusive means used to determine whether the Objection has been timely submitted. Class Members who submit a timely Objection will have a right to appear at the final approval hearing in order to have their Objection heard by the Court. At no time shall any of the

Parties or their counsel seek to solicit or otherwise encourage Class Members to submit Objections to the Settlement or appeal from the Final Approval Order and Judgment. Class Counsel shall not represent any Class Members with respect to any such Objections. The Settlement Administrator will provide the Parties with any Objection within five (5) calendar days of receipt of the Objection. Plaintiff will file any and all Objections with the Court in advance of the Final Approval Hearing. Oral or written Objections may also be made at the Final Approval hearing without a written objection being submitted, but only with the Court's express permission. If the Court rejects the objection, the individual will be bound by the terms of the Settlement. Objections will still be valid even if the person who submits the Objection does not attend the Final Approval Hearing.

e. If greater than ten (10) percent of the Class Members opt out or object to this Settlement Agreement, or if any combination of opt-outs and objections involves Class Members whose collective share of the Net Settlement Amount equals or exceeds five (5) percent, Defendant will have the right to rescind and terminate the Settlement without prejudice to their pre-settlement positions and defenses in the litigation. In such a case, the Parties and any funds to be awarded shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement.

f. Except for those Settlement Class Members who exclude themselves in compliance with the Request for Exclusion procedures set forth above, all Settlement Class Members will: (i) be deemed to be Settlement Class Members for all purposes under this Settlement Agreement; (ii) will be bound by the terms and conditions of this Settlement Agreement, the Judgment, and the releases set forth herein; and (iii) except as otherwise provided herein, will be deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy of the Settlement.

54. Funding Gross Settlement Amount. After the Effective Date, Defendant shall fund the Gross Settlement Amount in six (6) equal monthly installments, with the first installment due thirty (30) calendar days after the Effective Date, and each subsequent installment due every thirty (30) calendar days thereafter until the total Gross Settlement Amount has been paid in full. Defendant may, at its sole discretion, prepay any installment or the entire remaining balance at any time without penalty or interest. Timely payment of each installment in accordance with this schedule shall fully

satisfy Defendant's funding obligations under this Agreement, and no interest, penalties, or acceleration shall apply so long as Defendant makes the installment payments in good faith within a reasonable margin of the scheduled dates. The Settlement Administrator shall not issue any distributions until the full Gross Settlement Amount has been received, unless the Court expressly orders otherwise. The Settlement is "all-in", non-reversionary and no funds will return to Defendant. Payments of any appropriate and lawfully-required employer share of the payroll taxes on the taxable portion of the settlement payments shall be paid by Defendant separately from and in addition to the Gross Settlement Amount.

55. Allocation of Settlement. Individual Settlement Payments will be paid from the Net Settlement Amount and shall be paid pursuant to the settlement formula set forth herein. Individual Settlement Payments shall be mailed by regular First Class U.S. Mail to Settlement Class Members' last known mailing address.

a. The Settlement Administrator shall calculate the total Compensable Workweeks and Compensable PAGA Pay Periods for all Settlement Class Members based on the Class Information provided by Defendant. The respective Compensable Workweeks for each Settlement Class Member will be divided by the total Compensable Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member; a similar calculation will apply to determining the Payment Ratio for Compensable PAGA Pay Periods. Each Settlement Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount (which excludes the PAGA Payment) to determine his or her Individual Settlement Payment. A similar calculation will apply to determining the Payment Ratio for Compensable PAGA Pay Periods, which will be used solely to allocate the PAGA Members' 35% share of the PAGA Payment.

b. Individual Settlement Payments due to each Settlement Class Member shall be designated as follows:

1. Twenty-Five Percent (25%) of the Individual Settlement Payment shall represent payment for alleged unpaid wages. This payment shall be subject to the withholding of all applicable local, state, and federal taxes. Applicable payroll taxes and/or contributions will be

deducted from the amount paid to Settlement Class Members. The Settlement Administrator will issue a W-2 Form to each Settlement Class Member in relation to this payment.

2. Sixty-Five Percent (65%) of the Individual Settlement Payment shall represent payment of all penalties. These payments will not be subject to withholding of local, state, and federal taxes. The Settlement Administrator will issue an IRS Form 1099 to each Settlement Class Member in relation to these payments.

3. Ten Percent (10%) of the Individual Settlement Payment shall represent payment of all interest. These payments will not be subject to withholding of local, state, and federal taxes. The Settlement Administrator will issue an IRS Form 1099 to each Settlement Class Member in relation to these payments.

(a). <u>Class Members With Missing/Unverifiable Social Security Numbers and Withholdings of Taxes and Applicable Penalties</u>. In the event that an Individual Settlement Payment exceeds the threshold amount that must be reported to the Internal Revenue Service by means of a Form 1099, Class Counsel, and the Settlement Administrator, will take all necessary and reasonable steps to obtain W-9's from Class Members and to comply with applicable IRS regulations on issuing 1099's without a social security number or tax entity identification number, and shall take all reasonable and necessary steps to avoid imposition of IRS penalties against the Gross Settlement Amount, including, but not limited to, limiting payments below the reportable threshold and/or withholding of taxes and any applicable penalties. The Settlement Administrator will contact Class Members who are entitled to payments that exceed the taxable income threshold twice, with at least 30 days between the two contacts.

c. <u>Uncashed Settlement Checks</u>. Individual Settlement Payment checks shall remain negotiable for one hundred and eighty (180) days from the postmark date of issuance. If the Settlement Check is not cashed, deposited, or otherwise negotiated within the 180-day deadline, the check will be voided, and the funds associated with any such voided checks shall be distributed to the State of California Controller's Office, Unclaimed Property Division, in the name of the affected Class Member. The Release will be binding upon all Participating Class Members, including those who do not cash their checks within the 180-day period. The Parties agree that this disposition results in no "unpaid cash residue," or "unclaimed or abandoned funds" as the entire Net Settlement Amount will be paid out to the Participating Class Members, whether or not they all cash their payment checks.

1. Uncashed PAGA Member Checks. Uncashed PAGA Member settlement checks shall be distributed to the State of California Controller's Office, Unclaimed Property Division, in the name of the PAGA Member.

d. Certification By Settlement Administrator. The Parties have the right to monitor and review administration of the Settlement. Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court, under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court. Upon completion of administration of the Settlement, the Settlement Administrator shall provide written certification of such completion to counsel for the Parties, and which shall be filed with the Court as necessary.

e. Settlement Awards Do Not Trigger Additional Benefits. All monies received by Settlement Class Members shall be deemed to be income to such Settlement Class Members solely in the year in which such awards actually are received by the Settlement Class Members. It is expressly understood and agreed that the receipt of such Individual Settlement Payments will not entitle any Settlement Class Member to additional compensation or benefits under any company compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any Settlement Class Member to any increased pension and/or retirement, or other deferred compensation benefits. It is the intent of this Settlement that any Individual Settlement Payments provided for in this Agreement are the sole payments to be made by Defendant to the Settlement Class Members in connection with this Settlement, and that the Settlement Class Members are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

f. Class Representative Service Award. Defendant agrees not to oppose or object to a Class Representative Service Award to Plaintiff of up to Five Thousand Dollars ($5,000.00), subject to Court approval. The Settlement Administrator shall issue an IRS Form 1099 – MISC to Plaintiff in connection with the Class Representative Service Award payment. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on her Class Representative Service Award and shall hold harmless Defendant and indemnify Defendant from any dispute, claim, or controversy regarding any taxes owed by Plaintiff related to the Class Representative Service Award. The Class Representative Service Award shall be in addition to Plaintiff's Individual Settlement Payment. This Settlement is not contingent upon the Court awarding Plaintiff a Class Representative Service Award in any amount, and any amount requested by Plaintiff for the Class Representative Service Award that is not granted by the Court shall return to the Net Settlement Amount and be distributed to Settlement Class Members as provided in this Agreement.

g. Class Counsel Award. Defendant agrees not to oppose or object to any application or motion by Class Counsel for attorneys' fees not to exceed one-third from the Gross Settlement Amount, or Forty-Three Thousand, Two Hundred Ninety Dollars and Zero Cents ($43,290.00). Defendant further agrees not to oppose any application or motion by Class Counsel for the reimbursement of any costs or expenses associated with Class Counsel's prosecution of this matter from the Gross Settlement Amount not to exceed Fifteen Thousand Dollars ($15,000.00). Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 – MISC to Class Counsel for the payments made pursuant to this paragraph. This Settlement is not contingent upon the Court awarding Class Counsel any particular amount in attorneys' fees and costs. Any amount requested by Class Counsel for the Class Counsel Award and costs that is not granted by the Court shall return to the Net Settlement Amount and be distributed to Settlement Class Members as provided in this Agreement.

h. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The costs of notice and administration for the disbursement of the Gross Settlement Amount shall not exceed

Twelve Thousand and Five Hundred Dollars ($12,500.00). Prior to the filing of a motion for final approval of this Settlement, the Settlement Administrator shall provide the Parties with a statement detailing the costs of administration. Any amount requested by the Settlement Administrator for administration costs that is not granted by the Court shall return to the Net Settlement Amount and be distributed to Settlement Class members as provided in this Settlement Agreement.

i. PAGA Payment. Twenty Thousand dollars ($20,000) from the Gross Settlement Amount will be allocated to penalties under the Private Attorneys General Act of 2004. Sixty-five percent (65%) of that amount, or $13,000, will be paid to the LWDA and thirty-five (35%) of that amount, or $7,000, will be paid to the PAGA Members based upon Compensable PAGA Pay Periods as determined by the PAGA Payment Ratio as set forth in Paragraph 25. This PAGA Payment is made pursuant to California Labor Code § 2699(i).

56. Tax Liability: Class Counsel and Defendant make no representations as to the tax treatment or legal effect of payments called for hereunder, and Plaintiff and the Settlement Class Members are not relying on any statement or representation by Class Counsel or Defendant in this regard. Plaintiff and Participating Class Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective payments described herein. The amount of federal income tax withholding will be based upon a flat withholding rate for supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be made pursuant to applicable state and/or local withholding codes or regulations. Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Settlement Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Settlement Agreement, the processes set forth in this Section may be modified in a manner to bring Defendant into compliance with any such changes.

57. Distribution of Settlement Payments. Individual Settlement Payments to Settlement Class Members, the Class Representative Service Awards, the Class Counsel Award, Settlement Administration Costs, Defendant's share of employer payroll taxes and PAGA Payment, shall all be distributed by the Settlement Administrator within twenty (20) calendar days of receipt of the final

(sixth) installment of the Gross Settlement Amount from Defendant. Prior to distribution of Individual Settlement Payments to the Settlement Class Members and PAGA Members, the Settlement Administrator shall update the Class and PAGA Members addresses using the National Change of Address Database.

58. Workweeks Differential. It was estimated for mediation purposes that Class Members collectively worked 5,482 workweeks. If it is determined by Defendant and Plaintiff's counsel and jointly confirmed by the Settlement Administrator that more than ten percent (10%) additional workweeks exist through the end of the Class Period (i.e., the total workweeks exceeds 6,030), then Defendant shall increase the Gross Settlement Amount on a pro rata basis according to the number of additional workweeks in excess of ten percent (10%).

59. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration of the Response Deadline, a final approval hearing shall be conducted to determine, *inter alia*, final approval of the Settlement and amounts properly payable for: (a) Individual Settlement Payments; (b) the Class Counsel Award; (c) the Class Representative Service Award; (d) PAGA Payment; and (e) the Settlement Administration Costs.

60. Effect of Denial of Settlement Approval. In the event: (a) the Court does not enter the Order for preliminary approval of the Settlement; (b) the Court does not finally approve the Settlement; (c) the Court does not enter a Final Approval Order and Judgment as provided herein; (d) the Settlement does not become final for any other reason; or (e) the Court fails or refuses to approve any material condition of this Settlement Agreement which effects a fundamental change of the Settlement Agreement, this entire Settlement Agreement shall be null and void, without need for further action, and unenforceable as to all Parties herein at the option of any Party but remains protected by California Evidence Code Sections 1152 and 1119. Any preliminary approval order, denial of approval, or other ruling affecting this Agreement shall not be construed or offered as evidence of liability, wrongdoing, or damages. Any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In such cases, the Parties and any funds to be awarded under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed

in all respects as if this Agreement had not been executed. Further, if the Settlement Agreement is voided or fails for any reason, Plaintiff and Defendant will have no further obligations under the Settlement Agreement, including any obligation by Defendant to pay the Settlement Amount, or any amounts that otherwise would have been owed under this Settlement Agreement. Provided, however, that the Court's determination of the amounts to be awarded for attorneys' fees, costs, service awards, or settlement administration expenses shall be separate and apart from its consideration of the fairness, reasonableness, and adequacy of the Settlement, and the Court's approval or reduction of any of these amounts shall not operate to terminate or cancel this Settlement Agreement. Should the Court decline to approve the material aspects of the Settlement, Plaintiff's Counsel and Defense Counsel will promptly meet and confer in good faith, in person or by telephone, to determine whether the Agreement can be revised to address the Court's concerns. Under no circumstances will Defendant be required to increase the Gross Settlement Amount above One Hundred Thirty Thousand Dollars ($130,000), nor will Defendant be required to accept material changes that it reasonably believes are adverse to its interests in order to procure approval. In the event an appeal is filed from the Court's Final Approval Order and Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review, and any fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from the Court's Final Approval Order and Judgment, or any other appellate review, shall be paid to the Settlement Administrator by the party or person that filed the appeal, within thirty (30) calendar days of said notification, unless otherwise ordered by the Court.

61. No Effect on Employee Benefits. Amounts paid to Plaintiff or other Settlement Class Members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of Plaintiff or Settlement Class Members.

62. No Admission by Defendant. Defendant denies any and all claims alleged in this Action and denies all wrongdoing whatsoever. This Settlement Agreement is not a concession or admission and shall not be used against Defendant as an admission or indication with respect to any claim of any fault, concession, or omission by Defendant. Nonetheless, Defendant desires to settle

and compromise the matters at issue in the Action to avoid further substantial expense and the inconvenience and distraction of protracted and burdensome litigation. Defendant also has taken into account the uncertainty and risks inherent in litigation, and without conceding any infirmity in the defenses that they have asserted or could assert against Plaintiff and/or any Settlement Class Member, have determined that it is desirable and beneficial that the claims of Plaintiff and the Settlement Class be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

63. Exhibits and Headings. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

64. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, holding the Action in abeyance pending the final approval hearing to be conducted by the Court.

65. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning the interpretation, calculation or payment of Settlement claims, or other disputes regarding compliance with this Agreement shall be resolved as follows:

a. If Plaintiff or Class Counsel, on behalf of Plaintiff or any Settlement Class Member, or Defendant's Counsel, on behalf of Defendant, at any time believe that the other Party has breached or acted contrary to the Agreement, that Party shall notify the other Party in writing of the alleged violation.

b. Upon receiving notice of the alleged violation or dispute, the responding Party shall have ten (10) calendar days to correct the alleged violation and/or respond to the initiating Party with the reasons why the Party disputes all or part of the allegation.

c. If the response does not address the alleged violation to the initiating Party's satisfaction, the Parties shall negotiate in good faith for up to ten (10) calendar days to resolve their differences.

d. If Class Counsel and Defendant's Counsel are unable to resolve their differences after twenty (20) calendar days, either Party shall first contact the mediator (Louis Marlin, Esq.) to try to resolve the dispute. If that proves unsuccessful, the party may file an appropriate motion for enforcement with the Court. The briefing of such motion should be in letter brief form and shall not exceed five (5) single-spaced pages (excluding exhibits).

e. Reasonable attorneys' fees and costs for work done in resolving a dispute under this Section may be recovered by any Party that prevails under the standards set forth within the meaning of applicable law.

66. Notice. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after (i) emailing and (ii) mailing by United States registered or certified mail, return receipt requested, addressed:

To the Settlement Class:

THE WHEELER LAW FIRM, APC
Scott Ernest Wheeler
Justin A. Wheeler
250 West First Street, Suite 216
Claremont, California 91711
Telephone: (909) 621-4988
Facsimile: (909) 621-4622
Email: sew@scottwheelerlawoffice.com
jaw@scottwheelerlawoffice.com

To Defendant:

GORDON & REES
Matthew J. Wayne
315 Pacific Avenue
San Francisco, California 94111
Telephone: (415) 875-3397
Email: mwayne@grsm.com

67. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties and approved by the Court.

68. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entire Agreement among these Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the

representations, warranties, and covenants contained and memorialized in the Agreement and its Exhibits.

69. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court or the mediator to resolve such disagreement. The person signing this Agreement on behalf of Defendant represent and warrant that he/she is authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that she is authorized to sign this Agreement and that she has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

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

71. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged by this Settlement Agreement.

72. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval Order and Judgment, nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Settlement Agreement is a settlement document, and it, along with all related documents such as the notices, and motions for preliminary and final approval, shall,

pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be inadmissible as evidence in any proceeding, except an action or proceeding to approve the Settlement, and/or interpret or enforce this Settlement Agreement. The stipulation for class certification as part of this Settlement Agreement is for settlement purposes only and if for any reason the Settlement is not approved, the stipulation will be of no force or effect.

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

75. This Settlement is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

76. Jurisdiction of the Court. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith. All terms of this Settlement Agreement are subject to approval by the Court.

77. Construction. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms'-length negotiations among the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party based on the extent to which any Party or their counsel participated in the drafting of this Settlement Agreement. Plaintiff and Defendant expressly waives the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement and further agree, covenant, and represent that the language in all parts of this Settlement Agreement shall be in all cases construed as a whole, according to its fair meaning.

78. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope

of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

79. Binding On Assigns. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

80. Signatures of All Class Members Unnecessary to be Binding. It is agreed that, because the members of the Settlement Class are numerous, it is impossible or impractical to have each Settlement Class Member execute this Settlement Agreement. The Notice will advise all Settlement Class Members of the binding nature of the release provided herein and such Release shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.

81. Voluntary Agreement. The Parties acknowledge that they have entered into this Settlement Agreement voluntarily, on the basis of their own judgment and without coercion, duress, or undue influence of any Party, and not in reliance on any promises, representations, or statements made by the other Parties other than those contained in this Settlement Agreement. Each of the Parties hereto expressly waives any right they might ever have to claim that this Settlement Agreement was in any way induced by fraud.

82. Opportunity to Consult with Counsel. Prior to execution of this Settlement Agreement, each Party has read this entire Settlement Agreement and has been given the opportunity to consult with independent counsel of their choosing and to have such independent counsel advise as to the meaning of this Settlement Agreement and its legal effect.

83. Counterparts. This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall have the same force and effect as an original.

84. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent

possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

Dated: 11/17/2025

By: Firmado por: Londy Cabrera A5D51B5912FA416...
Londy Cabrera

Pizza Madison LLC

Dated: ________________

By: ________________________________

Title: ____________________________

APPROVED AS TO FORM:

Dated: November 17, 2025

THE WHEELER LAW FIRM, APC

By: ________________________________
Scott Ernest Wheeler
Justin A. Wheeler

Attorneys for Plaintiff and the Putative Class

Dated: November ____, 2025

GORDON & REES

By: ________________________________
Matthew J. Wayne

Attorneys for Defendant

possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

Dated: ________________ By: ________________________________
Londy Cabrera

Pizza Madison LLC

Dated: November 12, 2025 By: Signed by: MARC SCHECHTER 5910E10A262242E...

Title: CEO

APPROVED AS TO FORM:

Dated: November ____, 2025____________ THE WHEELER LAW FIRM, APC

By: ________________________________
Scott Ernest Wheeler
Justin A. Wheeler

Attorneys for Plaintiff and the Putative Class

Dated: November 13, 2025 GORDON & REES

By: ________________________________
Matthew J. Wayne

Attorneys for Defendant