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16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF ORANGE**
18

19 SARAH PEREZ, individually, and on behalf of
20 all others similarly situated,

21 Plaintiff,

22 vs.

23
24 PHAT PANDA, LLC, a limited liability
company; MODERN LEAF CULTURE, INC., a
25 California corporation; and DOES 1 through 10,
inclusive,

26 Defendants
27
28

Case No.: 30-2025-01465080-CU-OE-CXC

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

Complaint filed: March 6, 2025

This Joint Stipulation of Class and Representative Action Settlement (“Settlement Agreement,” “Settlement,” or “Agreement”) is made by and between Plaintiff Sarah Perez (“Plaintiff”) and Defendants Phat Panda, LLC and Modern Leaf Culture, Inc., (“Defendants”) (Plaintiff and Defendants collectively, “the Parties,” and individually “Party”).

1. DEFINITIONS.

- 1.0. “Action” means *Sarah Perez v. Phat Panda, LLC, et al.*, Orange County Superior Court Case No. 30-2025-01465080-CU-OE-CXC.
- 1.1. “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”), the neutral entity the Parties have designated to administer the Settlement.
- 1.2. “Administration Expenses Payment” means the court-approved amount allocated to the Administrator for reimbursement of its reasonable fees and expenses incurred to administer the Settlement, not to exceed \$5,000.00.
- 1.3. “Aggrieved Employees” or “PAGA Group” consists of all current and former hourly, nonexempt employees of Defendants who are/were employed by Defendants in California at any time during the PAGA Period.
- 1.4. “Class” or “Settlement Class” consists of all current and former hourly, non-exempt employees of Defendants who are/were employed by Defendants in California at any time during the Class Period.
- 1.5. “Class Counsel” means Kane Moon, Allen Feghali, S. Phillip Song, and Micaela de Guzman of Moon Law Group, P.C.
- 1.6. “Class Counsel Fees Payment” means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action, not to exceed 30% of the Gross Settlement Amount.
- 1.7. “Class Counsel Expenses Payment” means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action, not to exceed \$20,000.00.
- 1.8. “Class Data” or “Class List” means Class Member identifying information in Defendants’ possession, including the Class Member’s name, last-known mailing

1 address, last known telephone number, Social Security number, total number of
2 workweeks worked for Defendants in the State of California during the Class Period,
3 total number of workweeks worked for Defendants in the State of California during the
4 PAGA Period, and any other information required by the Administrator to effectuate this
5 Agreement.

6 1.9. "Class Member" means a member of the Class, as either a Participating Class Member
7 or Non-Participating Class Member, including a Non-Participating Class Member who
8 qualifies as an Aggrieved Employee.

9 1.10. "Class Member Address Search" means the Administrator's investigation and search for
10 current Class Member mailing addresses using all reasonably available sources,
11 methods, and means, including, but not limited to, the National Change of Address
12 database, skip tracing, and direct contact by the Administrator with Class Members.

13 1.11. "Class Notice" means the court-approved Notice of Class and Representative Action
14 Settlement to be mailed to Class Members in English, substantially in the form attached
15 to this Agreement as **Exhibit A, B, C, and D**, incorporated by reference into this
16 Agreement.

17 1.12. "Class Period" means March 6, 2021, through May 15, 2026, unless it is ended earlier by
18 operation of paragraph 7.0 below.

19 1.13. "Class Representative" means the named Plaintiff in the Action, Sarah Perez.

20 1.14. "Class Representative Service Payment" means the court-approved payment allocated to
21 the Class Representative for her services in support of the Action and General Release,
22 not to exceed \$5,000.00 to Plaintiff.

23 1.15. "Court" means the Superior Court of the State of California, County of Orange.

24 1.16. "Defendants" means the named Defendants in the Action, Defendant Phat Panda, LLC
25 and Modern Leaf Culture, Inc.

26 1.17. "Defense Counsel" means Gina M. Austin and Tamara Leetham Rozmus of Austin
27 Legal Group, APC.
28

- 1.18. “Dispute Form” means a Class Member’s written dispute prepared by the Class Member and submitted to the Administrator attached hereto as **Exhibit D**.
- 1.19. “Effective Date” means the date upon which all of the following have occurred: (i) the Court has approved the Settlement; and (ii) the Court has issued the Final Order and entered Judgment in accordance with the terms described herein.
- 1.20. “Final Approval Order” means the Court’s Order Granting Final Approval of the Settlement.
- 1.21. “Final Approval Hearing” means the Hearing on Plaintiff’s Motion for Final Approval of the Settlement.
- 1.22. “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.
- 1.23. “Gross Settlement Amount” means \$125,000.00, the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph 7.0 below. The Gross Settlement Amount will pay the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.
- 1.24. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount, calculated according to the number of Workweeks he or she worked during the Class Period.
- 1.25. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties allocated pursuant to California Labor Code (“Labor Code”) section 2699(m) and calculated according to the number of PAGA Pay Periods he or she worked during the PAGA Period.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699(a).
- 1.27. “LWDA PAGA Payment” means the LWDA’s 65% share of the PAGA Penalties, allocated pursuant to Labor Code section 2699(m).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount less the following court-

approved payments: Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. “Non-Participating Class Member” means a Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. “Operative Complaint” means the First Amended Complaint filed in the Action.

1.31. “Objection” means a Class Member’s written or verbal objection to a term of, or the terms of, the Settlement, which may be submitted either in the form of a written objection prepared by the Class Member or by completing and submitting the Objection Form attached hereto as **Exhibit B**.

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

1.33. “PAGA Period” means March 2, 2024, through the end of the Class Period.

1.34. “PAGA” means the Labor Code Private Attorneys General Act, Labor Code sections 2698, *et seq.*

1.35. “PAGA Notice” means Plaintiff’s March 2, 2025, letter to the LWDA providing written notice pursuant to Labor Code section 2699.3(a).

1.36. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims, not to exceed \$10,000.00.

1.37. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.

1.38. “Plaintiff” means the named Plaintiff in the Action, Sarah Perez.

1.39. “Preliminary Approval Order” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.40. “Released Class Claims” means the claims released as described in Paragraph 5.1.

1.41. “Released PAGA Claims” means the claims released as described in Paragraph 5.2.

- 1.42. “Released Parties” means Defendants, and their current and former officers, directors, employees, agents, and representatives, as well as any parent companies, subsidiaries, or affiliated entities.
- 1.43. “Request for Exclusion” means a Class Member’s written request to be excluded from the Settlement, which may be submitted either in the form of a written request prepared by the Class Member or by completing and submitting the Exclusion Form attached hereto as **Exhibit C**.
- 1.44. “Response Deadline” means sixty (60) calendar days from the date the Administrator mails the Class Notice to the Class and the last date on which Class Members may: (a) mail a Request for Exclusion from the Settlement; or (b) mail an Objection to the Settlement. Class Members to whom a Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline to timely mail a Request for Exclusion or Objection.
- 1.45. “Workweek” means any calendar week during the Class Period in which a Class Member worked at least one day for Defendant.

2. **RECITALS.**

- 2.0. On March 2, 2025, Plaintiff submitted to the LWDA, and sent via certified mail to Defendants, a Notice of Labor Code Violations pursuant to Labor Code section 2699.3(a).
- 2.1. On March 6, 2025, Plaintiff filed her class action Complaint, which in its amended form, alleges that Defendants systematically: (1) failed to pay minimum wages; (2) failed to pay overtime compensation; (3) failed to provide meal periods; (4) failed to authorize and permit rest breaks; (5) failed to indemnify necessary business expenses; (6) failed to timely pay wages at termination; (7) failed to provide accurate itemized wage statements; and (8) unfair business practices; and (9) civil penalties under PAGA (Cal. Lab. Code § 2699, et seq.).
- 2.2. On March 16, 2026, the Parties attempted to resolve the Action through private mediation with an experienced wage-and-hour class and representative action mediator,

1 Lonnie Giamela, Esq. A settlement in principle was reached.

2 2.3. Before mediation, Plaintiff obtained through informal discovery, about 97% sample of
3 the time and corresponding payroll records of the Class, the employee handbook and
4 policies in effect during the Class Period and the PAGA Period, and other Class
5 Member data and documents.

6 **3. MONETARY TERMS.**

7 3.0. Gross Settlement Amount. Except as otherwise provided by Paragraph 7.0 below,
8 Defendants will pay \$125,000.00 as the Gross Settlement Amount and all employer
9 payroll taxes owed on the Wage Portions of the Individual Class Payments, which shall
10 be paid separately. Defendants have no obligation to pay the Gross Settlement Amount or
11 any payroll taxes before the deadline stated in Paragraph 4.0 of this Agreement. The
12 Administrator will disburse the entire Gross Settlement Amount without asking or
13 requiring Participating Class Members or Aggrieved Employees to submit any claim as a
14 condition of payment. None of the Gross Settlement Amount will revert to Defendants.

15 3.1. Payments from the Gross Settlement Amount. The Administrator will make and deduct
16 the following payments from the Gross Settlement Amount, in the amounts specified
17 by the Court in the Final Approval Order:

18 3.1.1. To Plaintiff: A Class Representative Service Payment to the Class
19 Representative of not more than \$5,000.00, in addition to the Individual Class
20 Payment and Individual PAGA Payment the Class Representative is entitled to
21 receive as a Participating Class Member and Aggrieved Employee. Defendants
22 will not oppose Plaintiff's request for a Class Representative Service Payment
23 that does not exceed this amount. Plaintiff and/or Class Counsel will file a
24 Motion supporting the Class Representative Service Payment no later than
25 sixteen (16) court days before the Final Approval Hearing. If the Court
26 approves of a Class Representative Service Payment that is less than the amount
27 requested, the Administrator will retain the remainder in the Net Settlement
28 Amount. The Administrator will pay the Class Representative Service Payment

1 using IRS Form 1099. Plaintiff shall be solely and legally responsible for
2 paying any applicable taxes on this payment and shall hold Defendants
3 harmless from any claim or liability for taxes, penalties, or interest arising as a
4 result of the payment. Defendants make no representations as to the tax
5 treatment or legal effect of the payment called for herein, and Plaintiff is not
6 relying on any statement or representation by Defendants or their counsel in this
7 regard.

8 3.1.2. To Class Counsel: A Class Counsel Fees Payment not to exceed 30% of the
9 Gross Settlement Amount, and a Class Counsel Expenses Payment not to
10 exceed \$20,000.00. Defendants will not oppose Plaintiff's request for Class
11 Counsel Fees and Class Counsel Expenses Payments that do not exceed these
12 amounts. Plaintiff and/or Class Counsel will file a Motion supporting the Class
13 Counsel Fees and Class Counsel Expenses Payments no later than sixteen (16)
14 court days before the Final Approval Hearing. If the Court approves of Class
15 Counsel Fees and/or Class Counsel Expenses Payments that are less than the
16 amounts requested, the Administrator will allocate the remainder to the Net
17 Settlement Amount. Released Parties shall have no liability to Class Counsel or
18 any other Plaintiffs' Counsel arising from any claim to any portion of any Class
19 Counsel Fees and/or Class Counsel Expenses Payments. The Administrator will
20 pay the Class Counsel Fees and Class Counsel Expenses Payments using one or
21 more IRS 1099 Forms. Class Counsel assumes full responsibility and liability
22 for taxes owed on the Class Counsel Fees and Class Counsel Expenses
23 Payments. Class Counsel holds Defendants harmless, and indemnifies
24 Defendants, from any dispute or controversy regarding any division or sharing
25 of any of these Payments.

26 3.1.3. To the Administrator: An Administration Expenses Payment of not more than
27 \$5,000.00, except for a showing of good cause and as approved by the Court.
28 Plaintiff and/or Class Counsel will file a Motion supporting the Administration

1 Expenses Payment no later than sixteen (16) court days before the Final
2 Approval Hearing. If the Court approves of an Administration Expenses
3 Payment that is less than the amount requested, or if the Administration
4 Expense Payment is less than the amount allocated under this Agreement, the
5 Administrator will allocate the remainder to the Net Settlement Amount. To the
6 extent the actual Administration Expenses Payment is greater than \$5,000.00
7 such excess amount will be taken from the Gross Settlement Amount, subject to
8 the Court's approval.

9 3.1.3.1. To Each Participating Class Member: The Administrator will calculate
10 each Individual Class Payment by (a) dividing the Net Settlement
11 Amount by the total number of Workweeks worked by all Participating
12 Class Members during the Class Period and (b) multiplying the result by
13 each Participating Class Member's Workweeks. Non-Participating
14 Class Members will not receive an Individual Class Payment. The
15 Administrator will retain amounts equal to their Individual Class
16 Payments in the Net Settlement Amount for distribution to Participating
17 Class Members on a pro rata basis.

18 3.1.3.2. Tax Allocation of Individual Class Payments. Twenty percent (20%) of
19 each Participating Class Member's Individual Class Payment will be
20 allocated to the settlement of claims for wages (the "Wage Portion").
21 The Wage Portions are subject to tax withholding and will be reported
22 on an IRS W-2 Form. Eighty percent (80%) of each Participating Class
23 Member's Individual Class Payment will be allocated to the settlement
24 of claims for interest and penalties (the "Non-Wage Portion"). The Non-
25 Wage Portions are not subject to wage withholdings and will be
26 reported on IRS 1099 Forms. Participating Class Members assume full
27 responsibility and liability for employee taxes owed on their Individual
28 Class Payment.

3.1.4. To the LWDA and Aggrieved Employees: PAGA Penalties of not more than \$10,000.00 to be paid from the Gross Settlement Amount, with sixty-five percent (65%) (i.e., \$6,500.00) allocated to the LWDA PAGA Payment and thirty-five percent (35%) (i.e., \$3,500.00) allocated to the Individual PAGA Payments.

3.1.4.1. To Each Aggrieved Employee: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.

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

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.0. Funding of Gross Settlement Amount. The Gross Settlement Amount will be funded to the Settlement Administrator in installment payments as follows: (1) An initial \$20,000 payment, due and payable within 30 days after the Effective Date; (2) A second \$20,000 payment, due and payable within 60 days after the Effective Date; (3) A third \$20,000 payment, due and payable within 90 days after the Effective Date; (4) A fourth \$20,000 payment, due and payable within 120 days after the Effective Date; (5) A fifth \$20,000 payment, due and payable within 150 days after the Effective Date; (6) A sixth payment of \$25,000, due and payable within 180 days after the Effective Date (collectively the "Funding Schedule"). In the event Defendants fail to remit an

installment payment, Plaintiff's counsel shall provide written notice and Defendants shall have 15 business days from receipt of notice to cure.

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

4.1.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail with postage prepaid. Before mailing any checks, the Administrator must update the recipient's mailing addresses using the National Change of Address Database. The face of each check shall prominently state the date the check will be voided. Each check will be voided 180 days after the date of mailing ("void date"). The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members, including those for whom a Class Notice was returned undelivered. The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees and those for whom a Class Notice was returned undelivered. The Administrator may send Participating Class Members a single check combining the Individual Class Payment and Individual PAGA Payment.

4.1.2. No later than fourteen (14) calendar days after receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search for Class Members whose checks are returned undelivered without a USPS forwarding address. Thereafter, the Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered.

1 However, the Administrator shall promptly send a replacement check to any
2 Class Member whose original check was lost or misplaced and who requests the
3 replacement before the void date.

4 4.1.3. For any Class Member whose Individual Class Payment check or Individual
5 PAGA Payment check is uncashed and cancelled after the void date, or for any
6 Class Member whose envelope is returned and no forwarding address can be
7 located for the Class Member after reasonable efforts have been made, the
8 Administrator shall transmit the funds represented by such checks to the
9 California Controller's Unclaimed Property Fund in the name of the Class
10 Member, thereby leaving no "unpaid residue" subject to the requirements of
11 California Code of Civil Procedure ("CCP") section 384(b).

12 4.1.4. The payment of Individual Class Payments and Individual PAGA Payments
13 shall not obligate Defendant to confer any additional benefits or make any
14 additional payments to Class Members, such as 401(k) contributions or
15 bonuses, beyond those specified in this Agreement. Rather, it is the Parties'
16 intention that this Agreement will not affect any rights, contributions, or
17 amounts to which any Class Members may be entitled under any benefit plans.

18 **5. RELEASES OF CLAIMS.** Upon entry of Judgment and effective on the date Defendants
19 fully fund the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage
20 Portions of the Individual Class Payments, Plaintiff, Participating Class Members, and Aggrieved
21 Employees will release claims against all Released Parties as follows:

22 5.0. Plaintiff's Release. Plaintiff will release the Released Parties from any and all claims,
23 actions, or causes of action she has or may have against them, or any of them, except
24 for claims or actions to enforce this settlement, claims for vested benefits,
25 unemployment benefits, disability benefits, social security benefits, and/or workers'
26 compensation benefits. Plaintiff will waive any and all provisions of California Civil
27 Code section 1542, which reads as follows:

28 **A general release does not extend to claims that the creditor or releasing**

1 party does not know or suspect to exist in his or her favor at the time of
2 executing the release and that, if known by him or her, would have
3 materially affected his or her settlement with the debtor or released party.

- 4 5.1. Release by Participating Class Members: All Participating Class Members fully and
5 finally will release the Released Parties from any and all claims, actions, or causes of
6 action that are alleged in the Operative Complaint, or that could have been alleged in the
7 Operative Complaint based upon or arising out of the facts alleged therein, that occurred
8 during the Class Period, except for those arising under PAGA. (collectively, the
9 “Released Class Claims”). Class Members will not release any other claims, including
10 claims for vested benefits, unemployment benefits, disability benefits, social security
11 benefits, and/or workers’ compensation benefits.
- 12 5.2. PAGA Released Claims: Plaintiff, the LWDA, and the Aggrieved Employees will be
13 bound by the judgment, and therefore will be precluded from bringing any PAGA claim
14 that was alleged in the Operative Complaint and in the LWDA Notice, or that
15 reasonably could have been alleged in the Operative Complaint and in the LWDA Notice
16 based upon or arising out of the facts alleged therein. The parties intend and agree that
17 the Final Approval Order and the Judgment entered as a result of this Settlement shall
18 have res judicata and preclusive effect to the fullest extent allowed by law. (collectively,
19 the “Released PAGA Claims”).
- 20 5.2.1. The Released PAGA Claims are limited to claims arising during the PAGA
21 Period and do not release any Aggrieved Employees’ claims for wages or
22 statutory penalties. In light of the binding nature of a PAGA judgment on non-
23 party employees under *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969
24 and *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246,
25 individuals otherwise meeting the definition of an Aggrieved Employee who are
26 eligible to receive an Individual PAGA Payment shall be deemed to have
27 released the Released PAGA Claims, regardless of whether his or her check for
28 the Individual PAGA Payment is cashed or not, and regardless of whether he or

she is a Non-Participating Class Member.

6. SETTLEMENT ADMINISTRATION.

- 6.0. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 6.1. Class Data. No later than thirty (30) calendar days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under the Settlement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class 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 missing or omitted Class Data.
- 6.2. Notice of Receipt of Class Data. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.
- 6.3. Notice to Class Members. No later than fourteen (14) calendar days after receiving the Class Data from Defendants, the Administrator will send all Class Members identified in

the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice in English and Spanish, substantially in the form attached to this Agreement as **Exhibit A, B, C, and D**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payments payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing the Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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

6.4.1. The deadlines for Class Members’ Objections, Challenges to Calculation of Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the sixty (60) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

6.4.2. If the Administrator, Defendants, Defense Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, to agree on whether to include them as Class Members. If the Parties agree, such person(s) will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a

1 Class Notice requiring them to exercise options under this Agreement no later
2 than fourteen (14) calendar days after receipt of the Class Notice, or the deadline
3 in the Class Notice, whichever is later.

4 6.5. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly
5 review Requests for Exclusion on a rolling basis to ascertain their validity and timeliness.
6 No later than five (5) days after the expiration of the deadline for submitting Requests for
7 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
8 containing the names and other identifying information of Class Members who have
9 submitted Requests for Exclusion, regardless of whether the requests are valid and timely
10 (“Exclusion List”); and (b) copies of all Requests for Exclusion submitted, regardless of
11 whether the requests are valid and timely.

12 6.6. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to
13 Class Counsel and Defense Counsel that tally the number of Class Notices mailed or re-
14 mailed, Class Notices returned undelivered, Requests for Exclusion received (whether
15 valid or invalid), Objections received, Challenges to Workweeks and/or PAGA Pay
16 Periods received and/or resolved, and checks mailed for Individual Class Payments and
17 Individual PAGA Payments (“Weekly Report”). The Weekly Reports must attach copies
18 of all Requests for Exclusion and Objections received.

19 6.7. Administrator’s Declaration. No later than seven (7) business days after the Response
20 Deadline, the Administrator will provide Class Counsel and Defense Counsel a signed
21 declaration suitable for filing in Court attesting to (i) its due diligence and compliance
22 with all of its obligations under this Agreement, including, but not limited to, its mailing
23 of the Class Notice, (ii) the total number of Class Notices returned as undelivered, (iii)
24 the total number of re-mailed Class Notices, (iv) its attempts to locate Class Members,
25 (v) the total number of Requests for Exclusion received (valid or invalid), (vi) the total
26 number of Objections received (valid or invalid), (vii) the total number of Participating
27 Class Members and Workweeks, (viii) the total number of Aggrieved Employees and
28 PAGA Pay Periods, and (ix) the lowest, average, and highest Individual Class Payment

and Individual PAGA Payment. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

6.8. Final Report by Settlement Administrator. No later than fourteen (14) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with (i) a final report detailing its disbursements by employee identification number only of all payments made under this Agreement, and (ii) a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

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

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

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

6.12. Class Members' Options.

6.12.1. Requests for Exclusion (Opt-Outs). Each Class Member shall have sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to exclude themselves from the Settlement. A Class Member

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

26 6.12.1.1. Every Class Member who does not submit a timely and valid
27 Request for Exclusion is deemed to be a Participating Class Member
28 under this Agreement, entitled to all benefits and bound by all terms and

1 conditions of the Settlement, including the Participating Class Members'
2 Release under Paragraph 5.1 of this Agreement, regardless of whether the
3 Participating Class Member actually receives the Class Notice or objects
4 to the Settlement.

5 6.12.1.2. Every Class Member who submits a valid and timely Request for
6 Exclusion is a Non-Participating Class Member and shall not receive an
7 Individual Class Payment or have the right to object to the class action
8 components of the Settlement. Non-Participating Class Members who are
9 Aggrieved Employees are deemed to release the claims identified in
10 Paragraph 5.2 of this Agreement and are eligible for an Individual PAGA
11 Payment.
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1 6.12.2. Challenges to Calculation of Workweeks/Pay Periods. Each Class Member and
2 Aggrieved Employee shall have sixty (60) calendar days after the Administrator
3 mails the Class Notice (plus an additional fourteen (14) calendar days for Class
4 Members whose Class Notice is re-mailed) to challenge the number of
5 Workweeks and/or PAGA Pay Periods allocated to the Class Member and/or
6 Aggrieved Employee in the Class Notice. A Class Member and/or Aggrieved
7 Employee may challenge the allocation by sending a Challenge to Calculation of
8 Workweeks and/or Pay Periods to the Administrator. The Challenge to
9 Calculation of Workweeks and/or Pay Periods must be timely. To be timely, the
10 Challenge to Calculation of Workweeks and/or Pay Periods must be postmarked
11 no later than the Response Deadline. The postmark date will be the exclusive
12 means of determining whether a Challenge to Calculation of Workweeks and/or
13 Pay Periods has been timely submitted. The Administrator must encourage the
14 challenging Class Member to submit supporting documentation. In the absence of
15 any contrary documentation, the Administrator is entitled to presume that the
16 Workweeks contained in the Class Notice are correct so long as they are
17 consistent with the Class Data. The Administrator shall promptly provide copies
18 of all Challenges to Calculation of Workweeks and/or Pay Periods to Defense
19 Counsel and Class Counsel. The Administrator, Class Counsel, and Defense
20 Counsel may attempt to resolve all Class Member challenges over the calculation
21 of Workweeks and/or Pay Periods. However, the Court has the final authority to
22 make decisions consistent with the terms of this Agreement on all Challenges to
23 Calculation of Workweeks and/or Pay Periods. The Court's decision shall be
24 final and not appealable or otherwise susceptible to challenge.

25 6.12.3. Objections to Settlement. Each Participating Class Members shall have sixty
26 (60) calendar days after the Administrator mails the Class Notice (plus an
27 additional fourteen (14) calendar days for Class Members whose Class Notice
28 is re-mailed) to object, in writing, to the class action components of the

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

7. ESCALATOR CLAUSE

7.0. Defendants represent that there is a total of 4,000 workweeks during the Class Period. If the number of workweeks in the Class Period is 4,400 or more, the Gross Settlement Amount shall be increased by the percentage that the actual number of workweeks exceeds 4,400. However, should the number of workweeks exceed 4,400, Defendants

will have the right, in the exercise of their sole discretion, to limit the Class Period to the time at which the number of workweeks reaches 4,400. Defendants agree to inform Plaintiff and Plaintiff's counsel which option it is exercising before the hearing on preliminary approval of the settlement. If Defendants elect to limit the Class Period to a time at which the number of work weeks reaches 4,400, Defendants must provide written notice of the modified end date of the Class Period.

8. DEFENDANTS' RIGHT TO WITHDRAW.

8.0. If the number of valid and timely Requests for Exclusion exceeds ten percent (10%) of the total of all Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. If Defendants elect to withdraw from the Settlement, Defendants must meet and confer with Class Counsel no later than fourteen (14) calendar days after expiration of the Response Deadline, and Defendants will be responsible for paying all settlement administration expenses incurred to that point. Further, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement, except as provided in this Paragraph.

9. FINAL APPROVAL.

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

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

9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, including, but not limited to, the scope of release to be granted by Class Members, the Parties will expeditiously work

1 together in good faith to address the Court's concerns by revising the Agreement as
2 necessary to obtain Final Approval. The Court's decision to award less than the amounts
3 requested for the Class Counsel Fees Payment, Class Counsel Expenses Payment, Class
4 Representative Service Payment, and/or Administration Expenses Payment shall not
5 constitute a material modification to the Agreement within the meaning of this
6 Paragraph.

7 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Final
8 Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement
9 solely for purposes of (i) enforcing the Agreement and/or Judgment, (ii) addressing
10 settlement administration matters, and (iii) addressing such post-Judgment matters as are
11 permitted by law, pursuant to CCP section 664.6 and California Rules of Court rule
12 3.769(h).

13 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
14 conditions of this Agreement, specifically including the Class Counsel Fees and Class
15 Counsel Expenses Payments set forth in this Agreement, the Parties, their respective
16 counsel, and all Participating Class Members waive all rights to appeal from the
17 Judgment, including all rights to post-judgment and appellate proceedings, the right to
18 file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals.
19 The waiver of appeal does not include any waiver of the right to oppose such motions,
20 writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform
21 under this Agreement will be suspended until the appeal is finally resolved and the
22 Judgment becomes final, except as to matters that do not affect the amount of the Net
23 Settlement Amount.

24 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
25 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
26 material modification of this Agreement (including, but not limited to, the scope of
27 release to be granted by Class Members), the Parties shall expeditiously work together in
28 good faith to address the appellate court's concerns and to obtain Final Approval and

entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

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

10. AMENDED JUDGMENT.

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

11. ADDITIONAL PROVISIONS.

11.0. Entire Agreement. This Agreement and the attached **Exhibit A, B, C and D** constitute the entirety of the Parties' settlement terms.

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

as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law. If Final Approval does not occur, the Parties agree that this Agreement is void, but remains protected by California Evidence Code section 1152.

11.2. Class Certification or Representative Manageability for Other Purposes. The Parties agree to stipulate to class certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class for any reason, Defendants reserve all available defenses to the claims in the Action, Plaintiff reserves the right to move for class certification on any grounds available, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with any litigation, except for proceedings to enforce or effectuate the Settlement and this Agreement.

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

11.4. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this

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

7 11.5. No Solicitation. The Parties separately agree that they and their respective counsel and
8 employees will not solicit any Class Member to opt out of or object to the Settlement, or
9 appeal from the Judgment. Nothing in this Paragraph shall be construed to restrict Class
10 Counsel's ability to communicate with Class Members in accordance with Class
11 Counsel's ethical obligations owed to Class Members.

12 11.6. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement,
13 together with its attached Exhibits, shall constitute the entire agreement between the
14 Parties relating to the Settlement, superseding any and all oral representations,
15 warranties, covenants, or inducements made to or by any Party.

16 11.7. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
17 represent that they are authorized by Plaintiff and Defendants, respectively, to take all
18 appropriate action required or permitted to be taken by such Parties pursuant to this
19 Agreement to effectuate its terms, and to execute any other documents reasonably
20 required to effectuate the terms of this Agreement including any amendments to this
21 Agreement.

22 11.8. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
23 the Court will first attempt to construe the provision as valid to the fullest extent possible
24 consistent with applicable precedents to define all provisions of this Agreement as valid
25 and enforceable.

26 11.9. Waiver. No waiver of any condition or covenant contained in this Agreement or failure
27 to exercise a right or remedy by any of the Parties hereto will be considered to imply or
28 constitute a further waiver by such party of the same or any other condition, covenant,

right, or remedy.

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

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

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

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

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

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

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

11.17. Confidentiality. To the extent permitted by law, all agreements made and orders entered

during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

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

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

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

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

11.22. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, intend that this Agreement will be fully enforceable and

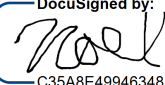
1 binding on all Parties, and agree that it will be admissible and subject to disclosure in any
2 proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions
3 that otherwise might apply under federal or state law. Plaintiff, and not her
4 representative(s), must personally execute this Agreement. An authorized officer of
5 Defendants must execute this Agreement on behalf of Defendants. This Agreement shall
6 become binding and enforceable pursuant to CCP section 664.6.

7 11.23. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
8 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties
9 further agree that upon the signing of this Agreement that pursuant to CCP section
10 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the
11 entire period of this settlement process.

12 *Signatures on the following page.*
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Plaintiff & Class Representative:

Dated: 5/11/2026

DocuSigned by:

C35A8E49946348A...

By: _____
Plaintiff, Sarah Perez

Plaintiff's Counsel:

Dated: 5/11/2026

MOON LAW GROUP, P.C.

By:  _____
Kane Moon
Allen Feghali
S. Phillip Song
Attorney for Plaintiff

Defendant Phat Panda, LLC:

Dated: May 19 , 2026

By: Robert McKinley _____
Print Name
 _____
Signature
Authorized Agent _____
Title

Defendant Modern Leaf, Inc:

Dated: May 19 , 2026

By: Robert McKinley _____
Print Name
 _____
Signature
Authorized Agent _____
Title

Defendants' Counsel:

Dated: May 19, 2026

AUSTIN LEGAL GROUP, APC

By: *Tamara Rozmus*
Gina M. Austin
Tamara Leetham Rozmus

Attorney for Defendants

Exhibit A

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

PLEASE READ THIS NOTICE

Your legal rights are affected whether or not you act. Please read this notice carefully.

In the class and representative action entitled *Sarah Perez v. Phat Panda, LLC, et al.* Orange County Superior Court Case No. 30-2025-01465080-CU-OE-CXC (“Action”), Plaintiff Sarah Perez (“Plaintiff”) and alleges Defendants Phat Panda, LLC and Modern Leaf Culture, Inc. (“Defendants”) violated several provisions of the California Labor Code and California Business and Professions Code, and owe civil penalties to the Labor and Workforce Development Agency (“LWDA”) and PAGA Group (or Aggrieved Employees defined below) under the Private Attorneys General Act, California Labor Code sections 2698, et seq. (“PAGA”). Defendants deny any liability or wrongdoing of any kind and contend, among other things, that they complied at all times with the California Labor Code, the California Business and Professions Code, all Industrial Welfare Commission Wage Orders, and all applicable law.

However, in the interest of avoiding further litigation and the costs and uncertainties associated with further litigation, Plaintiff and Defendants have reached a Joint Stipulation of Class and Representative Action Settlement Agreement (“Settlement”), which has been preliminarily approved by the Court. By agreeing to the Settlement, Defendants in no way admit any violation of law and expressly deny any liability to Plaintiff or others.

You are subject to the terms of the Settlement because you have been identified by Defendants’ records as a Class Member and/or Aggrieved Employee.

“Class” or “Settlement Class” consists of all current and former hourly, non-exempt employees of Defendants who are/were employed by Defendants in California at any time from March 6, 2021, through May 15, 2026. (“Class Period”).

“Aggrieved Employees” or “PAGA Group” consists of all current and former hourly, non-exempt employees of Defendants who are/were employed by Defendants in California at any time from March 2, 2024, through May 15, 2026. (“PAGA Period”).

YOUR LEGAL RIGHTS AND OPTIONS WITH RESPECT TO THE SETTLEMENT

Participate in the Settlement	If you want to participate in the Settlement, remain in the Class, and receive your Individual Class Payment and Individual PAGA Payment, <u>then you do not need to do anything.</u>
Exclude Yourself From the Settlement	If you do not want to participate in the Settlement or remain in the Class, <u>then you need to follow the instructions in Section 6.</u> If you exclude yourself from the Settlement, you will not receive your Individual Class Payment, and you will not release the Released Class Claims against the Released Parties (defined in Section 4, below). However, if the Settlement is approved by the Court and you are an Aggrieved Employee, you will receive your Individual PAGA Payment, and you will release the Released PAGA Claims, even if you exclude yourself from the Settlement.
Object to the Settlement	If you want to object to the terms of the Settlement but remain in the Class, <u>then you need to follow the instructions in Section 7.</u> If you object to the Settlement, you will still be bound by the terms of the Settlement if it is approved by the Court.

1. WHY DID I GET THIS NOTICE?

You have received this Notice because Defendants’ records reflect that you are a Class Member and/or Aggrieved Employee (defined above). Because the Settlement, which has been preliminarily approved by the Court, affects

Class Members' and Aggrieved Employees' legal rights, the Court ordered that this Notice be sent to you. This Notice provides you with information about (1) the Action, (2) the monetary terms of the Settlement, (3) your estimated Individual Class Payment, provided you do not request to be excluded from the Settlement, (4) your estimated Individual PAGA Payment, (5) the terms of the Settlement, including the claims that are being released, (6) how to participate in, exclude yourself from, or object to the Settlement, and (7) where to find additional information regarding the Action and Settlement.

2. WHAT IS THIS CASE ABOUT?

Plaintiff alleges Defendants: (1) failed to pay Class Members minimum wages for all hours worked; (2) failed to pay Class Members overtime compensation; (3) failed to provide Class Members compliant meal periods or compensation in lieu thereof; (4) failed to provide Class Members compliant rest breaks or compensation in lieu thereof; (5) failed to reimburse Class Members for necessary business expenses they incurred in the direct discharge of their duties to Defendant; (6) failed to timely pay Class Members all compensation due upon termination or resignation; (7) failed to provide Class Members accurate itemized wage statements; (8) engaged in unlawful business practices in violation of California Business and Professions Code sections 17200, *et seq.*; and/or (9) owes civil penalties under PAGA.

Defendants deny these allegations and maintain they fully complied with all applicable laws, provided, permitted, and authorized Class Members to take all meal periods and rest breaks, reimbursed Class Members for all necessary business expenses, provided Class Members with accurate wage statements, compensated Class Members for all wages upon termination or resignation, did not perform any unlawful business acts under California Business and Professions Code sections 17200, *et seq.*, and owes no civil penalties under PAGA. Defendants deny any liability or wrongdoing of any kind and contend, among other things, that they complied at all times with the California Labor Code, the California Business and Professions Code, all Industrial Welfare Commission Wage Orders, and all applicable law.

The Court has not ruled on the merits of the claims alleged by Plaintiff. By preliminarily approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose the Action on the merits. Rather, the Court has determined only that there is sufficient evidence to determine, on a preliminary basis, that the proposed Settlement is fair, adequate, and reasonable. The final determination of this question will be made at the Final Approval Hearing. Defendants reserve the right, if for any reason the Settlement fails, to contest any factual or legal allegations, including to contest whether the Action should proceed as a class and/or representative action.

3. THE MONETARY TERMS OF THE SETTLEMENT AND CALCULATION OF YOUR INDIVIDUAL CLASS PAYMENT AND INDIVIDUAL PAGA PAYMENT

Without admitting any wrongdoing, and to avoid the business disruptions caused by litigating these claims, Defendants have agreed to pay a Gross Settlement Amount of \$125,000.00 to settle the Action. The following amounts will be paid from the Gross Settlement Amount:

- An Administrator Expenses Payment not to exceed \$5,000.00 for reimbursement of the Administrator's reasonable fees and expenses;
- A Class Representative Service Payment not to exceed \$5,000.00 to each Class Representative for their services in support of the Action and General Release;
- PAGA Penalties in the amount of \$10,000.00 allocated to the LWDA and Aggrieved Employees for the payment of civil penalties under PAGA;
- A Class Counsel Expenses Payment not to exceed \$20,000.00 to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action; and
- A Class Counsel Fees Payment not to exceed **30% of the Gross Settlement Amount** to Class Counsel for

reimbursement of their reasonable fees incurred to prosecute the Action.

Net Settlement Amount: The amount remaining from the Gross Settlement Amount after the above deductions is called the “Net Settlement Amount.” The Net Settlement Amount will be allocated to all Participating Class Members and calculated as follows:

1. The Administrator will determine the number of weeks each Participating Class Member worked for Defendants for at least one day (“Workweeks”);
2. The Administrator will determine the value of a single Workweek by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members; and
3. Each Participating Class Member shall receive an Individual Class Payment equal to his or her Workweeks multiplied by the value of a single Workweek.

You have been credited with [REDACTED] Workweeks. Based on these Workweeks, your Individual Class Payment, prior to any applicable withholdings, is estimated to be \$ [REDACTED]. Depending on rulings from the Court that might affect the Gross Settlement Amount, as well as the number of Class Members who may exclude themselves from the Settlement, the actual amount you will receive if the Court grants Final Approval of the Settlement may vary from this estimated amount.

Individual PAGA Payment: A total of \$10,000.00 of the Gross Settlement Amount has been allocated to PAGA Penalties. Of this amount, 65% (i.e., \$6,500.00) will be paid to California’s LWDA (“LWDA PAGA Payment”), and 35% (i.e., \$3,500.00) (“Individual PAGA Payment”) will be paid on a pro rata basis to Aggrieved Employees and calculated as follows:

1. The Administrator will determine the number of pay periods each Aggrieved Employee worked for Defendants for at least one day during the PAGA Period (“PAGA Pay Periods”);
2. The Administrator will determine the value of a single PAGA Pay Period by dividing the Individual PAGA Payment by the total number of PAGA Pay Periods worked by all Aggrieved Employees; and
3. Each Aggrieved Employee shall receive an Individual PAGA Payment equal to his or her PAGA Pay Periods multiplied by the value of a single PAGA Pay Period.

You have been credited with [REDACTED] PAGA Pay Periods. Based on these PAGA Pay Periods, your Individual PAGA Payment is estimated to be \$ [REDACTED]. Depending on rulings from the Court that might affect the Gross Settlement Amount, the actual amount you will receive if the Court grants Final Approval of the Settlement may vary from this estimated amount.

If you dispute the total number of Workweeks and/or PAGA Pay Periods that you have been credited with, you may challenge the allocation by sending a Challenge to the Calculation of Workweeks and/or Pay Periods to the Administrator (“Challenge”). Your Challenge should (1) contain your name, address, and telephone number and the case name and number of the Action (i.e., *Sarah Perez v. Phat Panda, LLC*, Orange County Superior Court Case No. 30-2025-01465080-CU-OE-CXC); (2) clearly state the number of Workweeks and/or PAGA Pay Periods you believe is correct; and (3) attach any documentary evidence you have to prove the number of contended Workweeks and/or PAGA Pay Periods. You may also use the Dispute form attached to this Notice. Your Challenge must be postmarked on or before [Response Deadline] and returned to the Administrator at the following address:

[Administrator]
[contact info]

For tax purposes, twenty percent (20%) of each Individual Class Payment will be allocated to wages and subject to

all applicable employee state and federal tax withholdings; and eighty percent (80%) of each Individual Class Payment will be considered penalties, liquidated damages, interest, and any other non-wage related payments. The amount allocated as wages will be reported on an IRS Form W-2, and the remaining amount allocated as penalties, liquidated damages, interest, and other non-wage payments will be reported on an IRS form 1099. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties and reported on an IRS Form 1099. In addition to the Gross Settlement Amount, Defendants will pay all employer-payroll taxes in connection with the portion of the Settlement allocated towards wages. Class Members are responsible for paying taxes on other amounts received. This Notice is not tax advice, and you should consult your tax advisor.

Checks will be valid for one hundred and eighty (180) days. After that, checks will become void, and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within one hundred and eighty (180) days of mailing, or are returned to the Administrator as undeliverable, will be cancelled, and the Administrator shall send the funds associated with uncashed checks to the California Controller's Unclaimed Property Fund in the name of the Class Member. Class Members who do not timely cash their checks should contact the Administrator to determine how they can obtain their payment. **Class Members will be bound by the Settlement even if they do not cash their settlement checks.**

4. WHAT AM I RELEASING AS A CLASS MEMBER UNDER THE SETTLEMENT?

As of the date Defendants fully fund the entire Gross Settlement Amount and all employer payroll taxes owed on the wage portions of the Individual Class Payments, all Class Members who do not opt out of the Settlement (*i.e.*, Participating Class Members), including Plaintiff, will fully and finally release and discharge the Released Parties from the Released Class Claims.

"Released Parties" means Defendants, and their current and former officers, directors, employees, agents, and representatives, as well as any parent companies, subsidiaries, or affiliated entities.

Release by Participating Class Members: All Participating Class Members fully and finally will release the Released Parties from any and all claims, actions, or causes of action that are alleged in the Operative Complaint, or that could have been alleged in the Operative Complaint based upon or arising out of the facts alleged therein, that occurred during the Class Period, except for those arising under PAGA (collectively, the "Released Class Claims"). Class Members will not release any other claims, including claims for vested benefits, unemployment benefits, disability benefits, social security benefits, and/or workers' compensation benefits.

5. WHAT AM I RELEASING AS AN AGGRIEVED EMPLOYEE UNDER THE SETTLEMENT?

As of the date Defendants fully fund the entire Gross Settlement Amount and all employer payroll taxes owed on the wage portions of the Individual Class Payments, all Aggrieved Employees, including Plaintiff, will fully and finally release and discharge the Released Parties from the Released PAGA Claims. Released Parties are defined in Section 4 of this Notice, above.

PAGA Released Claims: Plaintiff, the LWDA, and the Aggrieved Employees will be bound by the judgment, and therefore will be precluded from bringing any PAGA claim that was alleged in the Operative Complaint or in the LWDA Notice, or that reasonably could have been alleged in the Operative Complaint and/or in the LWDA Notice based upon or arising out of the facts alleged therein. The parties intend and agree that the Final Approval Order and the Judgment entered as a result of this Settlement shall have res judicata and preclusive effect to the fullest extent allowed by law. (collectively, the "Released PAGA Claims").

The Released PAGA Claims are limited to claims arising during the PAGA Period and do not release any Aggrieved Employees' claims for wages or statutory penalties. In light of the binding nature of a PAGA judgment on non-party employees under *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and *Cardenas v. McLane*

Foodservice, Inc. (2011) 796 F.Supp.2d 1246, individuals otherwise meeting the definition of an Aggrieved Employee who are eligible to receive an Individual PAGA Payment shall be deemed to have released the Released PAGA Claims, regardless of whether his or her check for the Individual PAGA Payment is cashed or not, and regardless of whether he or she is a Non-Participating Class Member.

AGGRIEVED EMPLOYEES CANNOT OPT-OUT OF THE PAGA SETTLEMENT OR THE RELEASE OF RELEASED PAGA CLAIMS, AND THEY WILL RECEIVE AN INDIVIDUAL PAGA PAYMENT EVEN IF THEY OPT-OUT OF THE CLASS SETTLEMENT.

6. WHAT IF I DO NOT WANT TO PARTICIPATE IN THE CLASS SETTLEMENT?

You have the right to request exclusion from the Settlement as a Class Member, with regard to the settlement of Released Class Claims, but you are not able to exclude yourself as an Aggrieved Employee. If you wish to exclude yourself from the release of Released Class Claims, you must mail a Request for Exclusion to the Administrator at the address listed in Section 3 of this Notice, above. The Request for Exclusion must be valid and timely.

To be valid, the Request for Exclusion must (1) include your full name, address, telephone number, and signature, and a written statement requesting to be excluded from the Settlement; (2) state the case name and number of the Action (i.e., *Sarah Perez v. Phat Panda, LLC*, Orange County Superior Court Case No. 30-2025-01465080-CU-OE-CXC); and (3) be mailed to the specified physical address of the Administrator. To be timely, the Request for Exclusion must be postmarked no later than the [Response Deadline]. The postmark date will be the exclusive means of determining whether a Request for Exclusion has been timely submitted. A Request for Exclusion form is attached to this Notice. You may complete and submit this form to exclude yourself from the Settlement. It is your responsibility to ensure the Administrator timely receives your Request for Exclusion. Unless you timely request to be excluded from the Settlement, you will be bound by the Final Judgment upon Final Approval.

Class Members who request to be excluded from the Settlement will NOT receive their Individual Class Payment and will not release any of the Released Class Claims. However, Class Members who are Aggrieved Employees will receive their Individual PAGA Payment and will release the Released PAGA Claims, regardless of whether they submit a Request for Exclusion.

7. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

You have the right to object to the Settlement or to any settlement term as a Participating Class Member. If you wish to object, you may (1) appear at the Final Approval Hearing and verbally object to the Settlement or any term thereof; and/or (2) send a written Objection to the Administrator at the address listed in Section 3 of this Notice, above. The written Objection must be valid and timely. To be valid, the written Objection must (1) include your full name, address, telephone number, and signature, the contact information for any attorney representing the objecting Class Member, if any, and the factual and legal bases for the Objection, including any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; (2) state the case name and number of the Action (i.e., *Sarah Perez v. Phat Panda, LLC*, Orange County Superior Court Case No. 30-2025-01465080-CU-OE-CXC); and (3) be mailed to the specified physical address of the Administrator. An Objection form is attached to this Notice that may use instead of drafting your own. To be timely, the written Objection must be postmarked no later than the [Response Deadline]. The postmark date will be the exclusive means of determining whether a written Objection has been timely submitted.

Filing an objection will **not** exclude you from the Settlement. If the Court grants Final Approval of the Settlement, you will still receive an Individual Class Payment, and you will be barred from pursuing the Released Class Claims. **Do not submit both an Objection and a Request for Exclusion. You may file one or neither.** If you file neither, then you will be automatically included in the Settlement and do not need to take any further action to receive a payment.

8. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Final Approval Hearing is scheduled to take place on _____, at _____ a.m. in the Superior Court of the State of California, County of Orange, Department **X**, located at _____. This date and time may be subject to change without notice to you. You may verify the hearing date on the following website: **[ADMINISTRATOR WEBSITE]**. Participating Class Members may appear in Court (or hire an attorney to appear in Court at their own expense) to offer comments and/or present verbal objections at the Final Approval Hearing.

9. WHO ARE THE ATTORNEYS?

Attorneys for Plaintiffs and the Class:

KANE MOON (SBN 249834)
kmoon@moonlawgroup.com
ALLEN FEGHALI (SBN 301080)
afeghali@moonlawgroup.com S.
PHILLIP SONG (SBN 326572)
psong@moonlawgroup.com GROUP, PC 725
South Figueroa Street, Suite 3100 Los Angeles,
California 90017 Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Defendant:

Gina Austin
Tamara Rozmus
AUSTIN LEGAL GROUP, APC
3990 Old Town Ave., Suite A-101
San Diego, CA 92110
Tel: (619) 924-9600
tamara@austinlegalgroup.com
gaustin@austinlegalgroup.com

The Court has permitted, for purposes of settlement, the Attorneys for Plaintiff and the Class to represent the Participating Class Members. Other than the Class Counsel Fees Payment and Class Counsel Expenses Payment approved by the Court and to be paid out of the Gross Settlement Amount, you will not be charged for their services.

10. SHOULD I GET MY OWN LAWYER?

You do not need to get your own lawyer. If you want your own lawyer to speak for you or appear in Court, you have the right to hire one, but you will have to pay for that lawyer yourself.

11. FURTHER INFORMATION

The foregoing is only a summary of the Settlement. For the precise terms and conditions of the Settlement and other important case documents, please see the Settlement available at www._____.com, or contact Class Counsel at the address or telephone number provided in Section 9, above.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.



CONTACT INFO: 1-888-999-8628

EMAIL: INFO@TRANSAPTION.COM

Certification of Translation Accuracy

Translation of Legal Document from English to Spanish

As an authorized representative of TransapTION, a professional translation services agency, I hereby certify that the above-mentioned document has been translated by an experienced, qualified, and competent professional translator, fluent in the above-mentioned language pair and that, in our best judgment, the translated text truly reflects the content, meaning, and style of the original text and constitutes in every respect a complete and accurate translation of the original document. This document has not been translated for a family member, friend, or business associate.

This is to certify the correctness of the translation only. We do not make any claims or guarantees about the authenticity or content of the original document. Further, TransapTION assumes no liability for the way in which the translation is used by the customer or any third party, including end-users of the translation.

A copy of the translation is attached to this certification.

Translation reference to **PHAT PANDA -- 20260511 - Exh A to AGRMNT Class & PAGA LF (final), Sarah Perez v. Phat Panda LLC, Inc., et al. Case No. 30-2025-01465080-CU-OE-CXC**

Order Date: May 26, 2026

Name: Christina Guerrero Harmon

ATA Member#: 487584

Signature: Christina Harmon

TRANSAPTION



3 Germay Drive, Unit 4, Suite A#9999, Wilmington, DE 19804. United States.

TRANSLATION CERTIFICATION

I, Christina Guerrero Harmon, a California ATA-Certified Spanish Translator (ATA Member ID: 487584), am competent to translate from English into Spanish, and have reviewed and edited **PHAT PANDA -- 20260511 - Exh A to AGRMNT Class & PAGA LF (final)**, in the case of *Sarah Perez v. Phat Panda LLC, Inc., et al.* **Case No. 30-2025-01465080- CU-OE-CXC**

and certify that it is true and correct, to the best of my abilities.

I certify this in Santa Rosa, CA, on MAY 26, 2026

Christina Harmon

Christina Guerrero Harmon

05/26/2026

Date

Certification Credentials may be verified online at
<https://www.atanet.org/member-directory/christina-guerrero-harmon/>

NOTIFICACIÓN DE ACUERDO DE DEMANDA COLECTIVA Y REPRESENTATIVA
POR FAVOR LEA ESTA NOTIFICACIÓN

Sus derechos legales se ven afectados, actúe o no. Por favor lea esta Notificación detenidamente.

En la Demanda Colectiva y representativa titulada *Sarah Perez v. Phat Panda, LLC, et al.* Tribunal Superior del Condado de Orange, No. de causa 30-2025-01465080-CU-OE-CXC (“Demanda”), la Demandante Sarah Perez (“Demandante”) alega que los Demandados Phat Panda, LLC y Modern Leaf Culture, Inc. (“Demandados”) incumplieron varias disposiciones del Código Laboral de California y del Código de Negocios y Profesiones de California, y deben multas civiles a la Agencia de Desarrollo Laboral y de la Fuerza Laboral (“LWDA” por sus siglas en inglés) y a la Clase PAGA (o Empleados Agraviados según se define más adelante) conforme a la Ley General de Procuradores Privados, artículos 2698 y siguientes del Código Laboral de California (“PAGA” por sus siglas en inglés). Los Demandados niegan toda responsabilidad o conducta indebida de cualquier tipo y sostienen, entre otras cosas, que cumplieron en todo momento con el Código Laboral de California, el Código de Negocios y Profesiones de California, todas las Órdenes Salariales de la Comisión de Bienestar Industrial, y toda la ley aplicable.

Sin embargo, con el fin de evitar más litigios y los costos e incertidumbres asociados con más litigios, la Demandante y los Demandados han llegado a una Estipulación Conjunta de Convenio de Conciliación de Demanda Colectiva y Representativa (“Acuerdo”), que ha sido aprobada preliminarmente por el Tribunal. Al aceptar el Acuerdo, los Demandados de ninguna manera reconocen incumplimiento alguno de la ley y expresamente niegan toda responsabilidad ante la Demandante u otros.

Usted está sujeto a los términos del Acuerdo porque usted ha sido identificado por los Demandados como Miembro de la Clase y/o Empleado Agraviado.

“Clase” o “Clase del Acuerdo” consiste en todos los empleados actuales y anteriores por hora, no exentos, de los Demandados que están/estuvieron empleados por los Demandados en California en cualquier momento del 6 de marzo de 2021 al 15 de mayo de 2026. (“Período de la Clase”).

“Empleados Agraviados” o “Clase PAGA” consiste en todos los empleados actuales y anteriores por hora, no exentos, de los Demandados que están/estuvieron empleados por los Demandados en California en cualquier momento del 2 de marzo de 2024 al 15 de mayo de 2026. (“Período PAGA”).

SUS DERECHOS LEGALES Y OPCIONES CON RESPECTO AL ACUERDO	
Participar en el Acuerdo	Si desea participar en el Acuerdo, permanecer en la Clase, y recibir su Pago Individual de la Clase y su Pago Individual PAGA, <u>no necesita hacer nada.</u>
Excluirse del Acuerdo	Si no desea participar en el Acuerdo o permanecer en la Clase, <u>entonces debe seguir las instrucciones de la Sección 6.</u> Si se excluye del Acuerdo, no recibirá su Pago Individual de la Clase y no liberará los Reclamos Liberados de la Clase contra las Partes Liberadas (definidas en la Sección 4, abajo). Sin embargo, si el Tribunal aprueba el Acuerdo y usted es un Empleado Agraviado, recibirá su Pago Individual PAGA y liberará los Reclamos Liberados de la Ley PAGA, incluso si se excluye del Acuerdo.
Objetar el Acuerdo	Si desea objetar los términos del Acuerdo pero permanecer en la Clase, <u>entonces debe seguir las instrucciones de la Sección 7.</u> Si objeta el Acuerdo, aun así estará sujeto a los términos del Acuerdo si el Tribunal lo aprueba.

1. ¿POR QUÉ RECIBÍ ESTA NOTIFICACIÓN?

Usted ha recibido esta Notificación porque los expedientes de los Demandados reflejan que es Miembro de la Clase y/o Empleado Agraviado (según se define arriba). Dado que el Acuerdo, que ha sido aprobado preliminarmente por el Tribunal, afecta los derechos legales de los Miembros de la Clase y de los Empleados Agraviados, el Tribunal ordenó que se le enviara esta Notificación. Esta Notificación le proporciona información sobre (1) la Demanda, (2) los términos monetarios del Acuerdo, (3) su Pago Individual de la Clase estimado siempre que no solicite ser excluido del Acuerdo, (4) su Pago Individual PAGA estimado, (5) los términos del Acuerdo incluidos los reclamos que están siendo liberados, (6) cómo participar, excluirse u objetar al Acuerdo, y (7) dónde encontrar información adicional sobre la Demanda y el Acuerdo.

2. ¿DE QUÉ TRATA ESTA CAUSA?

La Demandante alega que los Demandados: (1) no pagaron a los Miembros de la Clase el salario mínimo por todas las horas trabajadas; (2) no pagaron a los Miembros de la Clase la compensación por horas extras; (3) no proporcionaron a los Miembros de la Clase períodos de comida conformes ni la compensación en su lugar; (4) no proporcionaron a los Miembros de la Clase descansos conformes ni la compensación en su lugar; (5) no reembolsaron a los Miembros de la Clase los gastos comerciales necesarios en los que incurrieron en el desempeño directo de sus funciones para los Demandados; (6) no pagaron oportunamente a los Miembros de la Clase toda la compensación adeudada al momento del despido o renuncia; (7) no proporcionaron a los Miembros de la Clase estados de salario detallados y precisos; (8) incurrieron en prácticas comerciales ilegales en violación de las secciones 17200 y *siguientes* del Código de Negocios y Profesiones de California; y/o (9) deben multas civiles conforme a PAGA.

Los Demandados niegan estas alegaciones y sostienen que cumplieron plenamente con todas las leyes aplicables, proporcionaron, permitieron y autorizaron a los Miembros de la Clase a tomar todos los períodos de comida y descansos, reembolsaron a los Miembros de la Clase todos los gastos comerciales necesarios, proporcionaron a los Miembros de la Clase estados salariales precisos, compensaron a los Miembros de la Clase por todos los salarios al momento del despido o renuncia, no realizaron ningún acto comercial ilegal conforme a las secciones 17200 y *siguientes* del Código de Negocios y Profesiones de California, y no deben multas civiles conforme a PAGA. Los Demandados niegan toda responsabilidad o conducta indebida de cualquier tipo y sostienen, entre otras cosas, que cumplieron en todo momento con el Código Laboral de California, el Código de Negocios y Profesiones de California, todas las Órdenes Salariales de la Comisión de Bienestar Industrial, y toda la ley aplicable.

El Tribunal no se ha pronunciado sobre el fondo de los reclamos alegados por la Demandante. Al aprobar preliminarmente el Acuerdo y emitir esta Notificación, el Tribunal no está sugiriendo qué parte ganaría o perdería la Demanda en cuanto al fondo. Más bien, el Tribunal ha determinado únicamente que existen pruebas suficientes para determinar, de manera preliminar, que el Acuerdo propuesto es justo, adecuado y razonable. La determinación definitiva de esta cuestión se hará en la Audiencia de Aprobación Final. Los Demandados se reservan el derecho, si por cualquier razón el Acuerdo no prospera, de impugnar cualquier alegación fáctica o legal, incluida la impugnación de si la Demanda debe proceder como Demanda Colectiva y/o representativa.

3. LOS TÉRMINOS MONETARIOS DEL ACUERDO Y EL CÁLCULO DE SU PAGO INDIVIDUAL DE LA CLASE Y PAGO INDIVIDUAL PAGA

Sin reconocer conducta indebida alguna, y para evitar las interrupciones comerciales causadas por litigar estos reclamos, los Demandados han acordado pagar un Monto Bruto del Acuerdo de \$125,000.00 para resolver la Demanda. Los siguientes montos se pagarán del Monto Bruto del Acuerdo:

- Un Pago de Gastos del Administrador que no exceda \$5,000.00 para el reembolso de los honorarios y gastos razonables del Administrador;



- Un Pago por Servicios del Representante de la Clase que no exceda \$5,000.00 a cada Representante de la Clase por sus servicios en apoyo de la Demanda y la Liberación General;
- Multas PAGA por la cantidad de \$10,000.00 asignadas a la LWDA y a los Empleados Agraviados para el pago de multas civiles conforme a PAGA;
- Un Pago de Gastos de los Abogados de la Clase que no exceda \$20,000.00 a los Abogados de la Clase para el reembolso de sus gastos razonables incurridos al promover la Demanda; y
- Un Pago de Honorarios de los Abogados de la Clase que no exceda el **30% del Monto Bruto del Acuerdo** a los Abogados de la Clase para el reembolso de sus honorarios razonables incurridos al promover la Demanda.

Monto Neto del Acuerdo: El monto restante del Monto Bruto del Acuerdo después de las deducciones anteriores se denomina el “Monto Neto del Acuerdo.” El Monto Neto del Acuerdo se asignará a todos los Miembros Participantes de la Clase y se calculará de la siguiente manera:

1. El Administrador determinará el número de semanas que cada Miembro Participante de la Clase estuvo empleado por los Demandados por al menos un día (“Semanas Laborales”);
2. El Administrador determinará el valor de una sola Semana Laboral dividiendo el Monto Neto del Acuerdo entre el número total de Semanas Laborales trabajadas por todos los Miembros Participantes de la Clase; y
3. Cada Miembro Participante de la Clase recibirá un Pago Individual de la Clase igual a sus Semanas Laborales multiplicadas por el valor de una sola Semana Laboral.

Se le ha acreditado con [REDACTED] Semanas Laborales. Con base en estas Semanas Laborales, su Pago Individual de la Clase, antes de cualquier retención aplicable, se estima en \$ [REDACTED]. Dependiendo de los fallos del Tribunal que puedan afectar el Monto Bruto del Acuerdo, así como del número de Miembros de la Clase que puedan excluirse del Acuerdo, el monto real que recibirá si el Tribunal otorga la Aprobación Final del Acuerdo puede variar de este monto estimado.

Pago Individual PAGA: Un total de \$10,000.00 del Monto Bruto del Acuerdo ha sido asignado a Multas PAGA. De esta cantidad, el 65% (es decir, \$6,500.00) se pagará a la LWDA de California (“Pago LWDA PAGA”), y el 35% (es decir, \$3,500.00) (“Pago Individual PAGA”) se pagará a prorrata a los Empleados Agraviados y se calculará de la siguiente manera:

1. El Administrador determinará el número de períodos de pago que cada Empleado Agraviado trabajó para los Demandados por al menos un día durante el Período PAGA (“Períodos de Pago PAGA”);
2. El Administrador determinará el valor de un solo Período de Pago PAGA dividiendo el Pago Individual PAGA entre el número total de Períodos de Pago PAGA trabajados por todos los Empleados Agraviados; y
3. Cada Empleado Agraviado recibirá un Pago Individual PAGA igual a sus Períodos de Pago PAGA multiplicados por el valor de un solo Período de Pago PAGA.

Se le ha acreditado con [REDACTED] Períodos de Pago PAGA. Con base en estos Períodos de Pago PAGA, su Pago Individual PAGA se estima en \$ [REDACTED]. Dependiendo de los fallos del Tribunal que puedan afectar el Monto Bruto del Acuerdo, el monto real que recibirá si el Tribunal otorga la Aprobación Final del Acuerdo puede variar de este monto estimado.

Si impugna el número total de Semanas Laborales y/o Períodos de Pago PAGA que se le han acreditado, puede impugnar la asignación enviando una Impugnación al Cálculo de Semanas Laborales y/o Períodos de Pago al Administrador (“Impugnación”). Su Impugnación debe (1) contener su nombre, dirección y número de teléfono, y el nombre y número de la causa de la Demanda (es decir, *Sarah Perez v. Phat Panda, LLC*, Tribunal Superior del Condado de Orange, No. de causa 30-2025-01465080-CU-OE-CXC); (2) indicar claramente el número de Semanas Laborales y/o Períodos de Pago PAGA que considera correcto; y (3) adjuntar cualquier prueba

documental que tenga para demostrar el número impugnado de Semanas Laborales y/o Períodos de Pago PAGA. También puede usar el formulario de Impugnación adjunto a esta Notificación. Su Impugnación debe tener fecha de matasellos a más tardar el [Response Deadline] y ser devuelta al Administrador a la siguiente dirección:

[Administrator]
[contact info]

Para efectos fiscales, el veinte por ciento (20%) de cada Pago Individual de la Clase se asignará a salarios y estará sujeto a todas las retenciones tributarias estatales y federales aplicables del empleado; y el ochenta por ciento (80%) de cada Pago Individual de la Clase se considerará multas, daños liquidados, intereses y cualquier otro pago no relacionado con salarios. El monto asignado como salarios se reportará en un Formulario W-2 del IRS, y el monto restante asignado como multas, daños liquidados, intereses y otros pagos no salariales se reportará en un formulario 1099 del IRS. El cien por ciento (100%) de cada Pago Individual PAGA se asignará como multas y se reportará en un Formulario 1099 del IRS. Además del Monto Bruto del Acuerdo, los Demandados pagarán todos los impuestos de nómina del empleador en relación con la porción del Acuerdo asignada a salarios. Los Miembros de la Clase son responsables de pagar los impuestos sobre otros montos recibidos. Esta Notificación no es asesoría fiscal, y debe consultar a su asesor fiscal.

Los cheques serán válidos por ciento ochenta (180) días. Después de eso, los cheques se anularán y se colocará una orden de no pago sobre los cheques no cobrados. Los cheques del Acuerdo que no sean cobrados dentro de ciento ochenta (180) días desde su envío por correo, o que sean devueltos al Administrador como no entregables, serán cancelados, y el Administrador enviará los fondos asociados con los cheques no cobrados al Fondo de Propiedad No Reclamada del Contralor de California a nombre del Miembro de la Clase. Los Miembros de la Clase que no cobren oportunamente sus cheques deben comunicarse con el Administrador para determinar cómo pueden obtener su pago. **Los Miembros de la Clase estarán sujetos al Acuerdo incluso si no cobran sus cheques del Acuerdo.**

4. ¿A QUÉ ESTOY RENUNCIANDO COMO MIEMBRO DE LA CLASE BAJO EL ACUERDO?

A partir de la fecha en que los Demandados financien plenamente la totalidad del Monto Bruto del Acuerdo y todos los impuestos de nómina del empleador adeudados sobre las porciones salariales de los Pagos Individuales de la Clase, todos los Miembros de la Clase que no opten por excluirse del Acuerdo (es decir, Miembros Participantes de la Clase), incluida la Demandante, liberarán y descargarán plena y definitivamente a las Partes Liberadas de los Reclamos Liberados de la Clase.

“Partes Liberadas” significa los Demandados, y sus actuales y anteriores funcionarios, directores, empleados, agentes y representantes, así como cualquier empresa matriz, subsidiaria o entidad afiliada.

Liberación por los Miembros Participantes de la Clase: Todos los Miembros Participantes de la Clase, plena y definitivamente, liberarán a las Partes Liberadas de todos y cada uno de los reclamos, acciones o causas de acción que se alegan en la Demanda Operativa, o que podrían haberse alegado en la Demanda Operativa basados o derivados de los hechos alegados en la misma, que ocurrieron durante el Período de la Clase, excepto aquellos que surjan conforme a PAGA (colectivamente los “Reclamos Liberados de la Clase”). Los Miembros de la Clase no liberarán ningún otro reclamo, incluidos los reclamos por beneficios adquiridos, beneficios por desempleo, beneficios por discapacidad, beneficios del seguro social y/o beneficios de compensación al trabajador.

5. ¿A QUÉ ESTOY RENUNCIANDO COMO EMPLEADO AGRAVIADO SEGÚN EL ACUERDO?

A partir de la fecha en que los Demandados financien plenamente la totalidad del Monto Bruto del Acuerdo y todos los impuestos de nómina del empleador adeudados sobre las porciones salariales de los Pagos Individuales de la Clase, todos los Empleados Agraviados, incluida la Demandante, plena y definitivamente a las Partes Liberadas de los Reclamos Liberados PAGA. Las Partes Liberadas están definidas en la Sección 4 de esta

Notificación, arriba.

Reclamos Liberados PAGA: La Demandante, la LWDA, y los Empleados Agraviados estarán sujetos a la sentencia y, por lo tanto, no podrán presentar ningún reclamo PAGA que se haya alegado en la Demanda Operativa o en la Notificación a la LWDA, o que razonablemente podría haberse alegado en la Demanda Operativa y/o en la Notificación a la LWDA basado o derivado de los hechos alegados en los mismos. Las partes intentan y acuerdan que la Orden de Aprobación Final y la Sentencia dictada como resultado de este Acuerdo tendrán efecto de cosa juzgada y efecto preclusivo en la máxima medida permitida por la ley. (colectivamente los “Reclamos Liberados PAGA”).

Los Reclamos Liberados PAGA se limitan a los reclamos que surjan durante el Período PAGA y no liberan ningún reclamo de los Empleados Agraviados por salarios o multas legales. En vista de la naturaleza vinculante de una sentencia PAGA sobre empleados no partes conforme a *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 y *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246, los individuos que de otro modo cumplan con la definición de Empleado Agraviado y que sean candidatos a recibir un Pago Individual PAGA serán considerados como habiendo liberado los Reclamos Liberados PAGA, independientemente de si su cheque del Pago Individual PAGA es cobrado o no, e independientemente de si es Miembro No Participante de la Clase.

LOS EMPLEADOS AGRAVIADOS NO PUEDEN EXCLUIRSE DEL ACUERDO PAGA NI DE LA LIBERACIÓN DE LOS RECLAMOS LIBERADOS PAGA, Y RECIBIRÁN UN PAGO INDIVIDUAL PAGA INCLUSO SI SE EXCLUYEN DEL ACUERDO DE LA CLASE.

6. ¿QUÉ SUCEDE SI NO DESEO PARTICIPAR EN EL ACUERDO DE LA CLASE?

Usted tiene derecho a solicitar la exclusión del Acuerdo como Miembro de la Clase, con respecto al Acuerdo de los Reclamos Liberados de la Clase, pero no puede excluirse como Empleado Agraviado. Si desea excluirse de la liberación de los Reclamos Liberados de la Clase, debe enviar por correo una Solicitud de Exclusión al Administrador en la dirección indicada en la Sección 3 de esta Notificación, arriba. La Solicitud de Exclusión debe ser válida y oportuna.

Para ser válida, la Solicitud de Exclusión debe (1) incluir su nombre completo, dirección, número de teléfono y firma, y una declaración escrita solicitando ser excluido del Acuerdo; (2) indicar el nombre y número de la causa de la Demanda (es decir, *Sarah Perez v. Phat Panda, LLC*, Tribunal Superior del Condado de Orange, No. de causa 30-2025-01465080-CU-OE-CXC); y (3) ser enviada por correo a la dirección física especificada del Administrador. Para ser oportuna, la Solicitud de Exclusión debe tener fecha de matasellos a más tardar el **Response Deadline**. La fecha de matasellos será el medio exclusivo para determinar si una Solicitud de Exclusión se ha presentado oportunamente. Un formulario de Solicitud de Exclusión se adjunta a esta Notificación. Puede completar y presentar este formulario para excluirse del Acuerdo. Es su responsabilidad asegurar que el Administrador reciba oportunamente su Solicitud de Exclusión. A menos que solicite oportunamente ser excluido del Acuerdo, estará sujeto a la Sentencia Final tras la Aprobación Final.

Los Miembros de la Clase que soliciten ser excluidos del Acuerdo NO recibirán su Pago Individual de la Clase y no liberarán ninguno de los Reclamos Liberados de la Clase. Sin embargo, los Miembros de la Clase que sean Empleados Agraviados recibirán su Pago Individual PAGA y liberarán los Reclamos Liberados PAGA, independientemente de si presentan una Solicitud de Exclusión.

7. ¿QUÉ SUCEDE SI DESEO OBJETAR ESTE ACUERDO?

Usted tiene derecho a objetar el Acuerdo o cualquier término del Acuerdo como Miembro Participante de la Clase. Si desea objetar, puede (1) comparecer en la Audiencia de Aprobación Final y objetar verbalmente al Acuerdo o a cualquier término de este; y/o (2) enviar una Objeción por escrito al Administrador en la dirección indicada en



la Sección 3 de esta Notificación, arriba. La Objeción por escrito debe ser válida y oportuna. Para ser válida, la Objeción por escrito debe (1) incluir su nombre completo, dirección, número de teléfono y firma, la información de contacto de cualquier abogado que represente al Miembro de la Clase objetante, si lo hubiera, y los fundamentos fácticos y legales de la Objeción, incluidos todos y cada uno de los documentos de respaldo, escritos, pruebas escritas, declaraciones y/u otras pruebas; (2) indicar el nombre y número de la causa de la Demanda (es decir, *Sarah Perez v. Phat Panda, LLC*, Tribunal Superior del Condado de Orange, No. de causa 30-2025-01465080-CU-OE-CXC); y (3) ser enviada por correo a la dirección física especificada del Administrador. Un formulario de Objeción se adjunta a esta Notificación que puede usar en lugar de redactar el suyo propio. Para ser oportuna, la Objeción por escrito debe tener fecha de matasellos a más tardar el [Response Deadline]. La fecha de matasellos será el medio exclusivo para determinar si una Objeción por escrito se ha presentado oportunamente.

Presentar una objeción **no** lo excluirá del Acuerdo. Si el Tribunal otorga la Aprobación Final del Acuerdo, aun así recibirá un Pago Individual de la Clase, y se le impedirá perseguir los Reclamos Liberados de la Clase. **No presente tanto una Objeción como una Solicitud de Exclusión. Puede presentar una o ninguna.** Si no presenta ninguna, entonces será incluido automáticamente en el Acuerdo y no necesita tomar ninguna otra acción para recibir un pago.

8. ¿CUÁNDO Y DÓNDE DECIDIRÁ EL TRIBUNAL SI APROBAR EL ACUERDO?

La Audiencia de Aprobación Final está programada para el _____, a las ____ a.m. en el Tribunal Superior del Estado de California, Condado de Orange, Juzgado X, ubicado en _____. Esta fecha y hora pueden estar sujetas a cambios sin previo aviso. Puede verificar la fecha de la audiencia en el siguiente sitio web: [ADMINISTRATOR WEBSITE]. Los Miembros Participantes de la Clase pueden comparecer en el Tribunal (o contratar a un abogado para comparecer en el Tribunal por su propia cuenta) para ofrecer comentarios y/o presentar objeciones verbales en la Audiencia de Aprobación Final.

9. ¿QUIÉNES SON LOS ABOGADOS?

<u>Abogados de la Demandante y de la Clase:</u>	<u>Abogados de los Demandados:</u>
KANE MOON (SBN 249834) kmoon@moonlawgroup.com ALLEN FEGHALI (SBN 301080) afeghali@moonlawgroup.com S. PHILLIP SONG (SBN 326572) psong@moonlawgroup.com GROUP, PC 725 South Figueroa Street, Suite 3100 Los Angeles, California 90017 Teléfono: (213) 232-3128 Fax: (213) 232-3125	Gina Austin Tamara Rozmus AUSTIN LEGAL GROUP, APC 3990 Old Town Ave., Suite A-101 San Diego, CA 92110 Tel: (619) 924-9600 tamara@austinlegallgroup.com gaustin@austinlegallgroup.com

El Tribunal ha permitido, para efectos del Acuerdo, que los Abogados de la Demandante y de la Clase representen a los Miembros Participantes de la Clase. Aparte del Pago de Honorarios de los Abogados de la Clase y del Pago de Gastos de los Abogados de la Clase aprobados por el Tribunal y que se pagarán del Monto Bruto del Acuerdo, no se le cobrará por sus servicios.

10. ¿DEBO CONTRATAR A MI PROPIO ABOGADO?

Usted no necesita contratar a su propio abogado. Si desea que su propio abogado hable por usted o comparezca en el Tribunal, tiene derecho a contratar uno, pero deberá pagar a ese abogado por su cuenta.

11. INFORMACIÓN ADICIONAL



Lo anterior es solo un resumen del Acuerdo. Para consultar los términos y condiciones precisos del Acuerdo y otros documentos importantes de la causa, por favor consulte el Acuerdo disponible en www.ata.com, o comuníquese con los Abogados de la Clase en la dirección o número de teléfono proporcionados en la Sección 9, arriba.

POR FAVOR NO LLAME POR TELÉFONO AL TRIBUNAL NI A LA OFICINA DEL SECRETARIO DEL TRIBUNAL PARA INDAGAR SOBRE ESTE ACUERDO.



Exhibit B

Sarah Perez v. Phat Panda, LLC
Orange County Superior Court Case No. 30-2025-01465080-CU-OE-CXC

|||||

<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

OBJECTION FORM

You are receiving this form because you may be entitled to receive money from a class action settlement. Use and return this form only if you wish to object to the Class Settlement. You may also object to the Settlement by making an oral Objection at the Final Approval Hearing. If you wish to object to the Settlement, do not submit a Request for Exclusion. If the Court overrules your Objection and approves the Settlement, you will receive your Individual Class Payment and be subject to the terms of the Settlement, including the release of claims as set forth in the Settlement.

To be valid, your Objection Form must be signed by you and returned to the Settlement Administrator at the address or email provided below. To be timely, your Objection Form must be postmarked or have a transmission date on or before [REDACTED], 2026.

I object to the settlement in *Sarah Perez v. Phat Panda, LLC*, Orange County Superior Court Case No. 30-2025-01465080-CU-OE-CXC) because:

Dated: _____

Full Name: _____

Signature: _____

What is the Settlement Administrator's contact information?

Sarah Perez v. Phat Panda, LLC
c/o [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] | [REDACTED]



CONTACT INFO: 1-888-999-8628

EMAIL: INFO@TRANSAPTION.COM

Certification of Translation Accuracy

Translation of Legal Document from English to Spanish

As an authorized representative of TransapTION, a professional translation services agency, I hereby certify that the above-mentioned document has been translated by an experienced, qualified, and competent professional translator, fluent in the above-mentioned language pair and that, in our best judgment, the translated text truly reflects the content, meaning, and style of the original text and constitutes in every respect a complete and accurate translation of the original document. This document has not been translated for a family member, friend, or business associate.

This is to certify the correctness of the translation only. We do not make any claims or guarantees about the authenticity or content of the original document. Further, TransapTION assumes no liability for the way in which the translation is used by the customer or any third party, including end-users of the translation.

A copy of the translation is attached to this certification.

Translation reference to **PHAT PANDA -- 20260427 - Exh B to AGRMNT Class & PAGA LF (final), Sarah Perez v. Phat Panda LLC, Inc., et al. Case No. 30-2025-01465080-CU-OE-CXC**

Order Date: May 26, 2026

Name: Christina Guerrero Harmon

ATA Member#: 487584

Signature: Christina Harmon

TRANSAPTION



3 Germay Drive, Unit 4, Suite A#9999, Wilmington, DE 19804. United States.

TRANSLATION CERTIFICATION

I, Christina Guerrero Harmon, a California ATA-Certified Spanish Translator (ATA Member ID: 487584), am competent to translate from English into Spanish, and have reviewed and edited **PHAT PANDA -- 20260427 - Exh B to AGRMNT Class & PAGA LF (final)**, in the case of *Sarah Perez v. Phat Panda LLC, Inc., et al.* **Case No. 30-2025-01465080- CU-OE-CXC**

and certify that it is true and correct, to the best of my abilities.

I certify this in Santa Rosa, CA, on MAY 26, 2026

Christina Harmon

Christina Guerrero Harmon

05/26/2026

Date

Certification Credentials may be verified online at
<https://www.atanet.org/member-directory/christina-guerrero-harmon/>

|||||

<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Cambios de Nombre/Dirección (si los hay):

FORMULARIO DE OBJECCIÓN

Está recibiendo este formulario porque puede tener derecho a recibir dinero de un Acuerdo de Demanda Colectiva. Use y devuelva este formulario únicamente si desea presentar una objeción al Acuerdo de la Demanda Colectiva. También puede objetar el Acuerdo presentando una Objeción verbal en la Audiencia de Aprobación Final. Si desea objetar el Acuerdo, no presente una Solicitud de Exclusión. Si el Tribunal desestima su Objeción y aprueba el Acuerdo, recibirá su Pago Individual de la Clase y quedará sujeto a los términos del Acuerdo, incluida la liberación de reclamos según se establece en el Acuerdo.

Para ser válido, su Formulario de Objeción debe estar firmado por usted y devuelto al Administrador del Acuerdo en la dirección o correo electrónico proporcionados a continuación. Para presentarse a tiempo, su Formulario de Objeción debe tener fecha de matasellos o fecha de transmisión a más tardar el [REDACTED], 2026.

Yo objeto el Acuerdo en *Sarah Perez v. Phat Panda, LLC*, Tribunal Superior del Condado de Orange, Caso No. 30-2025-01465080-CU-OE-CXC) debido a:

Fecha: _____ Nombre Completo: _____
Firma: _____

¿Cuál es la información de contacto del Administrador del Acuerdo?

Sarah Perez v. Phat Panda, LLC
c/o [Settlement Administrator Name]
[ADDRESS]
[ADDRESS]
[PHONE NUMBER] | [EMAIL]



Exhibit C



<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

REQUEST FOR EXCLUSION FORM

You are receiving this form because you may be entitled to receive money from a class action settlement.

Use and return this form only if you wish to be excluded from the Settlement Class and do not wish to object to the Settlement. If you exclude yourself from the Class by completing and returning this form, you will not receive your Individual Class Payment, will not be subject to the terms of the Settlement, and will retain whatever rights you may currently have. However, even if you exclude yourself from the Settlement Class, you will still receive your Individual PAGA Payment if the Court approves the Settlement.

If you wish to remain in the Settlement Class and receive an Individual Class Payment, disregard this form. You do not need to do anything to receive a settlement payment, and you will receive a check by U.S. Mail if the Court approves the Settlement.

To be valid, your Request for Exclusion Form must be signed by you and returned to the Settlement Administrator at the address or email address provided below. To be timely, your Request for Exclusion Form must be postmarked or have a transmission date on or before [REDACTED], 2026.

I hereby confirm that I have received notice of the proposed Settlement in the lawsuit *Sarah Perez v. Phat Panda, LLC*, and I wish to be excluded from the Settlement Class. I understand that I will not receive an Individual Class Payment and will not be bound by the Released Class Claims. However, I understand that I will still receive my Individual PAGA Payment.

Dated: _____

Full Name: _____

Signature: _____

What is the Settlement Administrator's contact information?

Sarah Perez v. Phat Panda, LLC
c/o [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] | [REDACTED]



CONTACT INFO: 1-888-999-8628

EMAIL: INFO@TRANSAPTION.COM

Certification of Translation Accuracy

Translation of Legal Document from English to Spanish

As an authorized representative of TransapTION, a professional translation services agency, I hereby certify that the above-mentioned document has been translated by an experienced, qualified, and competent professional translator, fluent in the above-mentioned language pair and that, in our best judgment, the translated text truly reflects the content, meaning, and style of the original text and constitutes in every respect a complete and accurate translation of the original document. This document has not been translated for a family member, friend, or business associate.

This is to certify the correctness of the translation only. We do not make any claims or guarantees about the authenticity or content of the original document. Further, TransapTION assumes no liability for the way in which the translation is used by the customer or any third party, including end-users of the translation.

A copy of the translation is attached to this certification.

Translation reference to **PHAT PANDA -- 20260427 - Exh C to AGRMNT Class & PAGA LF (final), Sarah Perez v. Phat Panda LLC, Inc., et al. Case No. 30-2025-01465080-CU-OE-CXC**

Order Date: May 26, 2026

Name: Christina Guerrero Harmon

ATA Member#: 487584

Signature: Christina Harmon

TRANSAPTION



3 Germay Drive, Unit 4, Suite A#9999, Wilmington, DE 19804. United States.

TRANSLATION CERTIFICATION

I, Christina Guerrero Harmon, a California ATA-Certified Spanish Translator (ATA Member ID: 487584), am competent to translate from English into Spanish, and have reviewed and edited **PHAT PANDA -- 20260427 - Exh C to AGRMNT Class & PAGA LF (final)**, in the case of *Sarah Perez v. Phat Panda LLC, Inc., et al.* **Case No. 30-2025-01465080- CU-OE-CXC**

and certify that it is true and correct, to the best of my abilities.

I certify this in Santa Rosa, CA, on MAY 26, 2026

Christina Harmon

Christina Guerrero Harmon

05/26/2026

Date

Certification Credentials may be verified online at
<https://www.atanet.org/member-directory/christina-guerrero-harmon/>



<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Cambios de Nombre/Dirección (si los hay):

FORMULARIO DE SOLICITUD DE EXCLUSIÓN

Está recibiendo este formulario porque puede tener derecho a recibir dinero de un Acuerdo de Demanda Colectiva.

Use y devuelva este formulario únicamente si desea ser excluido de la Clase del Acuerdo y no desea objetar el Acuerdo. Si se excluye de la Clase completando y devolviendo este formulario, no recibirá su Pago Individual de la Clase, no estará sujeto a los términos del Acuerdo, y conservará cualquier derecho que actualmente pueda tener. Sin embargo, incluso si se excluye de la Clase del Acuerdo, aun así recibirá su Pago Individual de PAGA si el Tribunal aprueba el Acuerdo.

Si desea permanecer en la Clase del Acuerdo y recibir un Pago Individual de la Clase, no haga caso de este formulario. No necesita hacer nada para recibir un pago del Acuerdo, y recibirá un cheque por correo postal de EE. UU. si el Tribunal aprueba el Acuerdo.

Para ser válido, su Formulario de Solicitud de Exclusión debe estar firmado por usted y devuelto al Administrador del Acuerdo en la dirección o correo electrónico proporcionados a continuación. Para presentarse a tiempo, su Formulario de Solicitud de Exclusión debe tener fecha de matasellos o fecha de transmisión a más tardar el [REDACTED], 2026.

Por la presente confirmo que he recibido aviso del Acuerdo propuesto en el litigio *Sarah Perez v. Phat Panda, LLC*, y deseo ser excluido de la Clase del Acuerdo. Entiendo que no recibiré un Pago Individual de la Clase y no estaré obligado por los Reclamos Liberados de la Clase. Sin embargo, entiendo que aun así recibiré mi Pago Individual de PAGA.

Fecha: _____ Nombre Completo: _____
Firma: _____

¿Cuál es la información de contacto del Administrador del Acuerdo?

Sarah Perez v. Phat Panda, LLC
c/o [Settlement Administrator Name]
[ADDRESS]
[ADDRESS]
[PHONE NUMBER] | [EMAIL]



Exhibit D

Sarah Perez v. Phat Panda, LLC
Orange County Superior Court Case No. 30-2025-01465080-CU-OE-CXC

|||||
<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

WORKWEEK / PAY PERIOD DISPUTE FORM

You are receiving this form because you may be entitled to receive money from a class action settlement.

If you submit this form, the Settlement Administrator will review your dispute and determine the correct number of Workweeks and/or Pay Periods based on the information provided and Defendants' records. The Settlement Administrator will submit its determination to the Court for review, and the Court's determination will be final. **Please provide any supporting documentation with this Form regarding your dispute.**

If you agree with the number of Workweeks and/or Pay Periods credited to you in the Notice, you do not need to submit this form.

To be valid, this Form must be signed by you and returned to the Settlement Administrator at the address or email address provided below and must be postmarked or have a transmission date on or before [REDACTED], 2026.

I hereby confirm that I have received notice of the proposed Settlement in the lawsuit *Sarah Perez v. Phat Panda, LLC*, and I wish to dispute the number of Workweeks and/or Pay Periods allocated to me. The correct number of Workweeks and/or Pay Periods is _____ because I was employed by Phat Panda, LLC and Modern Leaf Culture, Inc. from _____.

Dated: _____ Full Name: _____
Signature: _____

What is the Settlement Administrator's contact information?

Sarah Perez v. Phat Panda, LLC
c/o [Settlement Administrator Name]
[ADDRESS]
[ADDRESS]
[PHONE NUMBER] | [EMAIL]



CONTACT INFO: 1-888-999-8628

EMAIL: INFO@TRANSAPTION.COM

Certification of Translation Accuracy

Translation of Legal Document from English to Spanish

As an authorized representative of Transaption, a professional translation services agency, I hereby certify that the above-mentioned document has been translated by an experienced, qualified, and competent professional translator, fluent in the above-mentioned language pair and that, in our best judgment, the translated text truly reflects the content, meaning, and style of the original text and constitutes in every respect a complete and accurate translation of the original document. This document has not been translated for a family member, friend, or business associate.

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A copy of the translation is attached to this certification.

Translation reference to **PHAT PANDA -- 20260511 - Exh D to AGRMNT Class & PAGA LF (final), Sarah Perez v. Phat Panda LLC, Inc., et al. Case No. 30-2025-01465080-CU-OE-CXC**

Order Date: May 26, 2026

Name: Christina Guerrero Harmon

ATA Member#: 487584

Signature: Christina Harmon

TRANSAPTION



3 Germay Drive, Unit 4, Suite A#9999, Wilmington, DE 19804. United States.

TRANSLATION CERTIFICATION

I, Christina Guerrero Harmon, a California ATA-Certified Spanish Translator (ATA Member ID: 487584), am competent to translate from English into Spanish, and have reviewed and edited **PHAT PANDA -- 20260511 - Exh D to AGRMNT Class & PAGA LF (final)**, in the case of *Sarah Perez v. Phat Panda LLC, Inc., et al.* **Case No. 30-2025-01465080- CU-OE-CXC**

and certify that it is true and correct, to the best of my abilities.

I certify this in Santa Rosa, CA, on MAY 26, 2026

Christina Harmon

Christina Guerrero Harmon

05/26/2026

Date

Certification Credentials may be verified online at

<https://www.atanet.org/member-directory/christina-guerrero-harmon/>

Sarah Perez v. Phat Panda, LLC
Tribunal Superior del Condado de Orange, Caso No. 30-2025-01465080-CU-OE-CXC



<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Cambios de Nombre/Dirección (si los hay):

FORMULARIO DE IMPUGNACIÓN DE SEMANAS LABORALES / PERÍODOS DE PAGO

Está recibiendo este formulario porque puede tener derecho a recibir dinero de un Acuerdo de Demanda colectiva.

Si presenta este formulario, el Administrador del Acuerdo revisará su impugnación y determinará el número correcto de Semanas Laborales y/o Períodos de Pago con base en la información proporcionada y los registros de los Demandados. El Administrador del Acuerdo presentará su determinación al Tribunal para revisión, y la determinación del Tribunal será definitiva. **Por favor, proporcione con este Formulario cualquier documentación de respaldo relacionada con su impugnación.**

Si está de Acuerdo con el número de Semanas Laborales y/o Períodos de Pago acreditados a usted en el Aviso, no necesita presentar este formulario.

Para ser válido, este Formulario debe estar firmado por usted y devuelto al Administrador del Acuerdo en la dirección o correo electrónico proporcionados a continuación, y debe tener fecha de matasellos o fecha de transmisión a más tardar el [REDACTED], 2026.

Por la presente confirmo que he recibido aviso del Acuerdo propuesto en el litigio *Sarah Perez v. Phat Panda, LLC*, y deseo impugnar el número de Semanas Laborales y/o Períodos de Pago asignados a mí. El número correcto de Semanas Laborales y/o Períodos de Pago es _____ porque estuve empleado por Phat Panda, LLC y Modern Leaf Culture, Inc. desde _____.

Fecha: _____ Nombre Completo: _____
Firma: _____

¿Cuál es la información de contacto del Administrador del Acuerdo?

Sarah Perez v. Phat Panda, LLC
c/o [Settlement Administrator Name]
[ADDRESS]
[ADDRESS]
[PHONE NUMBER] \ [EMAIL]

