

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (the “Agreement”) is made and entered into by and between Plaintiff RODRIGO RAMIREZ and Defendant CARL’S JR. RESTAURANTS LLC (“CJR”), subject to its Final Approval by the Court (as defined below). Plaintiff and Defendants (as defined below) are each referred to herein collectively as the “Parties” or individually as a “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s lawsuit alleging putative class and representative action claims for alleged wage and hour and other violations against Defendants captioned *Rodrigo Ramirez, on behalf of himself and all others similarly situated v. Carl’s Jr. Restaurants LLC, a Delaware Limited Liability Company; Carl’s Jr. Funding LLC, a Delaware Limited Liability Company; and Does 1 to 10 inclusive*, Case No. 25STCV24632, initiated on August 20, 2025, and pending in the Superior Court of the State of California for the County of Los Angeles.
- 1.2 “Administrator” means Simpluris, the neutral entity the Parties have agreed to be approved and appointed by the Court to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Fund to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court by Class Counsel in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employee(s)” mean(s) Class Members who actually worked for CJR during the PAGA Period.
- 1.5 “Class” means all individuals who are or were employed by CJR as hourly, non-exempt employees in California during the Class Period, but excluding anyone who, as of the date of Preliminary Approval, has filed their own separate action as a named plaintiff alleging claims the same as or similar to the Released Claims under this Agreement and/or who has previously released such claims.
- 1.6 “Class Counsel” means Marcus J. Bradley and Kiley L. Grombacher of Bradley/Grombacher LLP.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the portion(s) of the Gross Settlement Fund allocated to Class Counsel and approved by the Court for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means Class Member identifying information, if in CJR’s possession, consisting of each Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

- 1.9 “Class Member(s)” or “Settlement Class Member(s)” mean(s) a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11 “Class Notice” means the Court-approved notice of class action settlement and hearing date for final court approval, to be mailed to Class Members in English in the form, without material variation, attached hereto as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period from August 15, 2020, through the date of Preliminary Approval.
- 1.13 “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of the State of California in and for the County of Los Angeles.
- 1.16 “Defendant” means named Defendant Carl’s Jr. Restaurants LLC, and “Defendants” means named Defendants Carl’s Jr. Restaurants LLC and Carl’s Jr. Funding LLC.
- 1.17 “Defense Counsel” means Matthew C. Kane, Sylvia J. Kim, Amy E. Beverlin and Kerri H. Sakaue of Baker & Hostetler LLP.
- 1.18 “Effective Date” means:
- (i) sixty-five (65) days after entry of the Court’s Final Approval Order and Judgment granting Final Approval of the Settlement, so long as no appeals are filed therefrom; or
- (ii) if a timely appeal of the Court’s Final Approval Order has been filed, thirty (30) days after the final disposition of all appellate proceedings and the exhaustion of any applicable time to seek further appellate review without doing so.

- 1.19 “Final Approval” means when notice of entry of the Court’s order granting final approval of the Settlement occurs.
- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Gross Settlement Fund” or “GSF” means \$775,000.00, which is the total amount Defendant agrees to pay under the Settlement, subject to the provisions of Paragraphs 3.2 and 8 below. The Gross Settlement Fund will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Litigation Expenses, Class Representative Service Payment and the Administrator’s Expenses.
- 1.22 “Individual Class Payment” means the Participating Class Member’s *pro rata* share of the Net Settlement Fund calculated in accordance with Paragraph 3.2.4 below.
- 1.23 “Individual PAGA Payment” means the Aggrieved Employee’s *pro rata* share of 35% of the PAGA Penalties calculated in accordance with Paragraph 3.2.5 below.
- 1.24 “Judgment” means the judgment entered by the Court based upon Final Approval of the Settlement.
- 1.25 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled to the LWDA PAGA Payment, under California Labor Code § 2699, subd. (i).
- 1.26 “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under California Labor Code § 2699, subd. (i).
- 1.27 “Net Settlement Fund” or “NSF” means the Gross Settlement Fund, less the following payments in the amounts approved by the Court: (a) the Individual PAGA Payments, (b) the LWDA PAGA Payment, (c) the Class Representative Service Payment, (d) the Class Counsel Fees Payment, (e) the Class Counsel Litigation Expenses Payment, and (f) the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.28 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.29 “PAGA Pay Period(s)” means any pay period(s) during which an Aggrieved Employee actually performed worked for CJR as a non-exempt, hourly employee in California during the PAGA Period, based on CJR’s payroll and time records,

hire dates, re-hire dates (as applicable), leave of absence dates, and termination dates (as applicable).

- 1.30 “PAGA Period” means the period from August 15, 2023, through the date of Preliminary Approval.
- 1.31 “PAGA” means the California Labor Code Private Attorneys General Act (Labor Code section 2698. et seq.).
- 1.32 “PAGA Notice” means, collectively, Plaintiff’s March 3, 2025 letter (the “Original PAGA Notice”) and October 14, 2025 amended letter (the “Amended PAGA Notice”) to Defendants and the LWDA, which provided notice and amended notice, respectively, pursuant to California Labor Code section 2699.3, subd. (a). The Amended PAGA Notice is for settlement purposes only with respect to this Agreement. Should, for whatever reason, the settlement set forth in this Agreement not become final, the Amended PAGA Notice shall be deemed null and void *ab initio*, with the Original PAGA Notice remaining the operative notice.
- 1.33 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Fund to the Aggrieved Employees and to the LWDA in settlement of the PAGA claims released by this Agreement.
- 1.34 “Participating Class Member(s)” mean(s) any Settlement Class Member(s) who do(es) not opt out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.35 “Plaintiff” means Rodrigo Ramirez, the named plaintiff in the Action.
- 1.36 “Preliminary Approval” means when notice of entry of the Court’s Order Granting Preliminary Approval of the Settlement occurs.
- 1.37 “Proposed Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement, submitted with Plaintiff’s motion seeking preliminary approval of this Agreement by the Court.
- 1.38 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below. To the extent any such claims otherwise would be barred by any statute(s) of limitation applicable to the Action, Defendant waives such defense to that extent for purposes of this Agreement only.
- 1.39 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below. To the extent any such claims otherwise would be barred by any statute(s) of limitation applicable to the Action, Defendant waives such defense to that extent for purposes of this Agreement only.

- 1.40 “Released Parties” means: Defendants and any of their respective present and former parents, subsidiaries, successors, predecessors, and affiliated companies or entities (including without limitation CKE Restaurants Holdings, Inc.), and their respective directors, employees, officers, managers, partners, shareholders, owners, members, agents, investors, funds, benefits administrators, attorneys, insurers, successors, predecessors, assigns, legal representatives and related persons and entities.
- 1.41 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Settlement of Released Class Claims signed by the Class Member and in accordance with the terms of this Agreement.
- 1.42 “Response Deadline” means forty-five (45) days after the Administrator mails the Class Notice to Settlement Class Members and Aggrieved Employees, and shall be the last date on which Settlement Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement of Released Class Claims, or (b) fax, email, or mail his or her Objection to the Settlement of Released Class Claims. Class Members to whom the Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the expired Response Deadline.
- 1.43 “Settlement” means the disposition of the Action, Released Class Claims and Released PAGA Claims effectuated by and pursuant to Final Approval of this Agreement and the Judgment.
- 1.44 “Workweek” and “Workweeks” mean(s) any week(s) during which a Class Member actually performed work for CJR as a non-exempt, hourly employee in California during the Class Period, based on CJR’s payroll and time records, hire dates, re-hire dates (as applicable), leave of absence dates, and termination dates (as applicable).

2. RECITALS.

- 2.1 On March 3, 2025, Plaintiff filed a putative Class Action Complaint against Defendants *sub nom. Rodrigo Ramirez, on behalf of himself and all others similarly situated v. Carl’s Jr. Restaurants LLC, a Delaware Limited Liability Company; Carl’s Jr. Funding LLC, a Delaware Limited Liability Company; and Does 1 to 10, inclusive*, Case No. 2025CUOE039366, in the Superior Court of the State of California for the County of Ventura (the “Ramirez Class Action”). Defendants generally and specifically deny and dispute the allegations and claims asserted in the Ramirez Class Action, including that they have failed to comply with any of the laws identified in the pleadings therein and that they have any liability for the same. For purposes of this Agreement and obtaining Preliminary Approval and Final Approval thereof, the Ramirez Class Action has been dismissed without prejudice.

- 2.2 On August 20, 2025, Plaintiff filed a Representative Action Complaint against Defendants commencing the Action, seeking civil penalties under PAGA pursuant to the PAGA Notice. Defendants generally and specifically deny and dispute the allegations and claims asserted in the Action including that they have failed to comply with any of the laws identified in the pleadings therein and that they have any liability for the same.
- 2.3 For the purposes of this then-anticipated Agreement only, and obtaining Preliminary Approval and Final Approval thereof, and subject to the Court's entry of such approval orders, on February 25, 2026, Plaintiff filed a First Amended Class and Representative Action Complaint (the "FAC" or the "Operative Complaint") in the Action, which pleads amended class and PAGA claims against Defendants as alleged therein, all of which were investigated, litigated, mediated, and resolved in connection with the Ramirez Class Action. Plaintiff's motion for preliminary approval of the Agreement will request Defendants be relieved from having to file any response to the FAC and be deemed to have generally and specifically denied all allegations contained in the FAC. Should, for whatever reason, the Court require Defendants to file an answer to the FAC, then Defendants will cooperate in doing so. Further, should, for whatever reason, the settlement set forth in this Agreement not become final, the FAC shall be deemed stricken, null, and *void ab initio*, with the originally filed Complaint in the Action remaining the operative pleading.
- 2.4 Pursuant to California Labor Code § 2699.3, subd. (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.5 On August 26, 2025, the Parties participated in a full-day mediation facilitated by Hon. Margaret A. Nagle (Ret.), which ultimately thereafter led to this Agreement to settle the Action and the Ramirez Class Action.
- 2.6 Prior to negotiating the Settlement, Plaintiff obtained, through informal discovery, documents and information, including, *inter alia*, data points regarding the Class Members and Aggrieved Employees. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.7 Class certification has not previously been granted in the Ramirez Class Action or in the Action.
- 2.8 The Parties, Class Counsel, and Defense Counsel represent that they are aware of the following pending matters that may or will be extinguished or affected as to Defendants by the Settlement: (1) *Diana Bernardo, individually, and on behalf of all others similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorney General Act v. Carl's Jr. Restaurants, LLC, a Delaware corporation; and Does 1 through 10, inclusive*, Case No. 2:25-cv-00826-CAS-PVC, currently pending in the U.S. District Court for the Central

District of California; (2) *J.L., a minor, by and through his guardian ad litem Micaela Reyes, on behalf of himself and others similarly situated v. HMR4-804 LLC; Carl's Jr. Restaurants LLC; CKE Restaurants Holdings, Inc.; and Does 1 through 100, inclusive*, Case No. 25STCV21200, currently pending in the Superior Court of the State of California, County of Los Angeles; and (3) *Judith Tejada v. Carl's Jr. Restaurants, LLC*, Case No. CIVSB2612317, currently pending in the Superior Court of the State of California, County of San Bernardino (collectively, the “**Related Actions**”).

3. MONETARY TERMS.

3.1 Gross Settlement Fund. Except as otherwise provided by Paragraphs 3.2 and 8 below, Defendant promises to pay **\$775,000.00** and no more as the Gross Settlement Fund. Specifically included in the Gross Settlement Fund are all employee-paid payroll taxes and withholdings associated with the payments to Participating Class Members and Aggrieved Employees (as applicable), and no additional funding or payment by Defendant will be required for any such obligations. The Administrator will disburse the entire Gross Settlement Fund without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Fund will revert to Defendant.

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

3.2.1 To Plaintiff: A Class Representative Service Payment to the Class Representative of not more than \$7,500.00, as long as Plaintiff does not submit a Request for Exclusion, and in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiff is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount on the foregoing condition. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than sixteen (16) court days prior to the Final Approval Hearing. Subject to the provisions of Paragraph 3.2.6, if the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder thereof to the Net Settlement Fund. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for all taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 33-1/3% (or \$285,333.33) of the Gross Settlement Fund and a Class Counsel Litigation Expenses Payment of not more than \$30,000.00. Plaintiff and/or

Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. Subject to the provisions of Paragraph 3.2.6, if the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder thereof to the Net Settlement Fund. Released Parties shall have no liability to Class Counsel arising from any competing claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS Form 1099. Class Counsel assumes full responsibility and liability for all taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless and indemnifies Defendants from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$44,014.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than that amount, the Administrator will allocate the remainder thereof to the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment calculated as follows:

The Administrator shall calculate each Class Member's share of the Net Settlement Fund (or Individual Class Payment) initially for purposes of mailing the Class Notice to them by a pro rata share of the Net Settlement Fund based on the number of Workweeks that they performed work for Defendant during the Class Period, as reflected in the Class Data prepared by Defendant from its records. Each Participating Class Member's final Individual Class Payment for purposes of payment will be calculated by a pro rata share of the Net Settlement Fund based on the number of Workweeks they performed work for Defendant during the Class Membership Period, as reflected in the Class Data prepared by Defendant from its records.

3.2.4.1 Tax Allocation of Individual Class Payments. Each Participating Class Member's Individual Class Payment will be allocated as follows: (a) 10% for wages, inclusive of all types of applicable employee-paid payroll withholdings and taxes (the "**Wages Portion**"); and (b) 30% each for (i) statutory penalties, (ii) other nonwage damages and (iii) interest (collectively, the "**Non-Wages Portion**"). The Administrator (and not Defendants) will prepare and issue a IRS Form W-2 for the Wages Portion and a IRS Form 1099 for the Non-Wage Portions to Participating Class Members.

The Administrator will be responsible for preparing and issuing the IRS Form W-2 and IRS Form 1099 forms timely and correctly. Participating Class Members will be responsible for correctly characterizing the compensation that they receive pursuant to this Agreement, including as set forth on any IRS Form W-2 or IRS Form 1099 they receive from the Administrator, and for payment of any taxes owing on said amounts.

3.2.4.2 Employer-Paid Payroll Taxes. Prior to distribution, the Wages Portion of the Individual Class Payments will be calculated by the Administrator and Defendant will pay, in addition to the amount of the Gross Settlement Fund, an amount not to exceed Twenty Thousand Dollars (\$20,000.00) for employer-paid payroll taxes based on the Wages Portion. To the extent the employer-paid payroll taxes exceed that amount, then the Wages Portion percentage will be reduced to the extent necessary to eliminate the excess, and the Non-Wages Portion percentage will be increased by an equal amount. The Administrator will be responsible for appropriate calculations of all payroll tax amounts.

3.2.4.3 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Fund for distribution to Participating Class Members on a pro rata basis.

3.2.4.4 The Parties acknowledge and agree that neither they nor their attorneys have made any representations regarding the tax consequences of any and all Individual Class Payments made under this Settlement Agreement. Participating Class Members will be required to pay all federal, state, or local taxes, if any, which are required by law to be paid with respect to any and all such payments made to them under the Settlement. The Parties further agree that Defendant shall have no legal obligation to pay, on behalf of Participating Class Members, any taxes, deficiencies, levies, assessments, fines, penalties, interest or costs, which may be required to be paid with respect to such payments.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$70,000.00 to be paid from the Gross Settlement Fund, with 65% (\$45,500.00) allocated to the LWDA PAGA Payment and 35% (\$24,500.00) allocated to the Individual PAGA Payments.

- 3.2.5.1 Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$24,500.00) by the total number of PAGA Pay Periods actually worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Each Individual PAGA Payment will be allocated 100% as civil penalties, which will be reported on IRS Form 1099 (if applicable) prepared and issued by the Administrator (and not Defendants) to Aggrieved Employees.
- The Administrator will be responsible for preparing and issuing the IRS Form 1099 forms timely and correctly. Aggrieved Employees will be responsible for correctly characterizing the compensation that they receive pursuant to this Agreement, including as set forth on any IRS Form 1099 they receive from the Administrator, and for payment of any taxes owing on said amounts.
- 3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Fund.
- 3.2.5.3 When a Participating Class Member is also an Aggrieved Employee, one check may be issued that aggregates both the Individual Class Payment and Individual PAGA Payment.
- 3.2.5.4 The Parties acknowledge and agree that neither they nor their attorneys have made any representations regarding the tax consequences of any and all Individual PAGA Payments made under this Settlement Agreement. Aggrieved Employees will be required to pay all federal, state, or local taxes, if any, which are required by law to be paid with respect to any and all such payments made to them under the Settlement. The Parties further agree that Defendant shall have no legal obligation to pay, on behalf of Aggrieved Employees, any taxes, deficiencies, levies, assessments, fines, penalties, interest or costs, which may be required to be paid with respect to such payments.
- 3.2.6 Plaintiff acknowledges and understands that the Court could only approve a Class Representative Service Payment in an amount that is a fraction of that set forth above, which will not be known until such time that the Court decides whether to grant Final Approval of the Settlement and even if the Court otherwise grants Preliminary Approval of the Settlement. In the event lesser sums are awarded for the Class Counsel Fees Payment or the Class Counsel Litigation Expenses Payment or the Class Representative Service Payment, the approval by the Court of any such lesser sum(s) shall not be

grounds for Plaintiff and/or Class Counsel to terminate the Settlement, but such an order shall be appealable by them. In the event that such an appeal is filed, administration of the Settlement as to the challenged amounts shall be stayed pending resolution of the appeal. Thereafter, if after the exhaustion of such appellate review, any additional amounts remain that are distributable to the Participating Class Members, the cost of administration of such additional payments will be paid out of such additional amounts and will not be chargeable to or payable by Defendant. Any amount not awarded for the Class Counsel Fees Payment or the Class Counsel Litigation Expenses Payment or the Class Representative Service Payment, but which is not challenged via appeal by Plaintiff and/or Class Counsel, shall be added to the Net Settlement Fund and distributed to the Participating Class Members in accordance with the terms of this Agreement

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Data. Not later than thirty (30) days after the Court grants Preliminary Approval of the Settlement, Defendant 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 and not disclose it except as expressly permitted under this Agreement, use the Class Data only for purposes of administering this 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 work under this Agreement. The restrictions on the use and disclosure of the Class Data shall be deemed, upon entry of the Court's Order granting preliminary approval of this Settlement, to be a protective order entered by the Court subject to full enforcement by the Parties to this Agreement and the Court, and by taking on the administration of the Settlement, the Administrator agrees that it and its employees, agents and representatives are bound by such protective order. Defendant has a continuing duty to promptly notify Class Counsel if it discovers 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 Defendant 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.

4.2 Funding of Gross Settlement Fund. Within three (3) court days of the Court entering its Final Approval Order, the Administrator will provide Defendant with wire transfer information as an express condition precedent to Defendant's making the Gross Settlement Fund payment. Defendant shall fully fund the Gross Settlement Fund payment by transmitting the funds to the Administrator within fifteen (15) court days after the Effective Date of the Settlement, as defined above, and the occurrence of all other conditions precedent set forth herein, provided all

such conditions occur prior to the Effective Date. No funds will be payable by Defendant prior to that time.

- 4.3 Payments from the Gross Settlement Fund. Within seven (7) days after Defendant transmits the Gross Settlement Fund payment to the Administrator, the Administrator shall distribute payment of the approved Individual Class Payments to Participating Class Members, the Individual PAGA Payments to Aggrieved Employees, the LWDA PAGA Payment to the LWDA, the Administration Expenses Payment to the Administrator, the Class Counsel Fees Payment to Class Counsel, the Class Counsel Litigation Expenses Payment to Class Counsel, and the Class Representative Service Payment to Plaintiff in accordance with this Settlement Agreement and as approved and ordered by the Court. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.3.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Participating Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The 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 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 (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.3.2 The Administrator must conduct a Class Member Address Search for all Class Members whose checks are returned undelivered without a USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced if requested by the Class Member prior to the void date.
- 4.3.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the

Administrator shall transmit the funds represented by such checks to the California State Controller Unclaimed Property fund pursuant to governing law to be held there for the benefit of such Class Members under California's escheatment laws, and such Class Members shall nevertheless be bound to this Agreement and the Final Approval Order. The Parties agree this disposition results in no "unpaid residue" under California Civil Procedure Code § 384(b), as the entire Net Settlement Fund shall be paid to Participating Class Members, whether or not their Individual Class Payment checks are cashed.

- 4.3.4 The Individual Class Payments and Individual PAGA Payments are not being made for any other purpose and will not be construed as "compensation" for purposes of determining eligibility for any health and welfare benefits, unemployment compensation, or other compensation or benefits provided by Defendant. In addition, no individual receiving a payment based on this Settlement shall be entitled to any additional or increased health, welfare, retirement, or other benefits as a result of their participation in the Settlement and/or receipt of payment under this Settlement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Fund and Judgment is final, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 5.1 Plaintiff's Release. In consideration of his Class Representative Service Payment, Individual Class Payment, and the other terms and conditions of the Settlement, Plaintiff hereby releases all of the Released Parties of and from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, actions or causes of action of every kind or nature, contingent or accrued, known or unknown, which do or may exist from the beginning of time through and including the date of Final Approval (the "**Plaintiff's Release**").

- 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

- 5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives,

agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties of any and all allegations, claims, debts, rights, demands, charges, complaints, actions, causes of action, guarantees, costs, expenses, attorneys' fees, economic damages, non-economic damages, restitution, civil penalties, statutory penalties, liquidated damages, punitive damages, interest, obligations, liabilities, or other monies and remedies, of any and every kind, contingent or accrued, that have been or reasonably could have been alleged or asserted in the FAC and/or any of the other pleadings filed in the Action and the Ramirez Class Action based on the facts and/or legal violations alleged therein, and in any PAGA Notice Plaintiff sent to the LWDA pursuant to PAGA based on the statutes, violations, facts and/or theories alleged in any such notice, during the Class Period. This includes, but is not limited to, claims for statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, and other equitable relief for violations of the California Labor Code, California Industrial Welfare Commission Wage Orders, and California Business and Professions Code § 17200, *et seq.*, and claims for or based on any type of unpaid minimum, regular, overtime or other wages; failure to provide, authorize or permit compliant meal and rest periods; failure to pay any wages timely or at all during employment and/or upon termination of employment; failure to provide accurate itemized wage statements; failure to provide employees with paid sick leave and/or supplemental paid sick leave; failure to reimburse any business expenses; failure to permit inspection of personnel records; failure to properly employ minors as employees; and failure to pay all wages in compliance with the Fair Labor Standards Act.

Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring after the Class Period

5.3 Release of PAGA Claims. In consideration of the PAGA Penalties, Plaintiff, the Aggrieved Employees, and the State of California and LWDA release and discharge the Released Parties of any and all claims for civil penalties that have been sought, or that reasonably could have been sought, based on the statutes, violations, facts and/or theories alleged or asserted in the FAC and/or PAGA Notice, and/or ascertained in the course of the Action, during the PAGA Period.

Plaintiff, all Aggrieved Employees, and the State of California and LWDA are therefore deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties that arose, accrued or existed during the PAGA Period that (1) were alleged, or that reasonably could have been alleged based on the statutes, violations, facts and/or theories

asserted in the FAC and/or PAGA Notice and/or (2) ascertained in the course of the Action.

6. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiff will prepare and file a motion for preliminary approval (“**Motion for Preliminary Approval**”) that complies with the Court’s current checklists for Preliminary Approvals.

6.1 Plaintiff’s Responsibilities.

- 6.1.1 Not later than five (5) court days prior to the submission of the Motion for Preliminary Approval of this Agreement to the Court, Class Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval for Defense Counsel’s review, including: (i) a draft of the Class Notice, and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under California Labor Code § 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of Class Action and PAGA Settlement; (iii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve, competency, operative procedures for protecting the security of Class Data, amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance, all facts relevant to any actual or potential conflicts of interest with Class Members, and the nature and extent of any financial relationship with Plaintiff, Class Counsel, or Defense Counsel; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from Class Counsel attesting to its competency to represent the Class Members, as well as its timely transmission to the LWDA of all necessary PAGA documents (initial and amended notices of violations (California Labor Code § 2699.3, subd. (a)), original and Operative Complaint (California Labor Code § 2699, subd. (l)(1)), this Agreement (California Labor Code § 2699, subd. (l)(2)); (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are aware of the Related Actions that may or will be extinguished or affected by the Settlement.
- 6.1.2 Pursuant to PAGA, Plaintiff and Class Counsel will also submit a copy of this Agreement to the LWDA and all other settlement-related documents required under PAGA to be submitted to the LWDA on the same day Plaintiff files the Motion for Preliminary Approval, and promptly provide Defendant with written confirmation demonstrating that the submission has

been made. The Parties intend and believe that providing notice of this Settlement to the LWDA pursuant to the procedures described in this section complies with the requirements of PAGA, and will request the Court to adjudicate the validity of the PAGA Notice in the Motion for Final Approval of the Settlement and bar any claim to void or avoid the Settlement under PAGA.

- 6.2 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than fourteen (14) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Order granting Preliminary Approval to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material change to the Agreement within the meaning of this paragraph.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected the Administrator and Class Counsel has verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

- 7.4.1 No later than three (3) court 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 therein.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3 Not later than three (3) court days after the Administrator’s 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 the USPS. If the 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 Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members’ written objections; challenges to Individual Workweeks and/or PAGA Pay Periods; and Requests for Exclusion will be extended an additional fourteen (14) days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Defendant, 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, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Settlement of Released Class Claims must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from and signed by a Class Member that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be subject to final review and approval by the Court in connection with its proceedings on Final Approval of this Agreement. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity and/or signature. The Administrator's determination of authenticity shall be subject to final review and approval by the Court in connection with its proceedings on Final Approval of this Agreement.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement..
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims belong to the State of California and are thus subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.5.5 Aggrieved Employees will not have the right to exclude themselves from (opt-out of) receiving their pro rata share of the PAGA Penalties portion of the Settlement, which will be based on their PAGA Pay Periods (as defined above), and will have checks for their Individual PAGA Payment mailed to them upon Final Approval by the Court, occurrence of the Effective Date of the Settlement, and payment of the Gross Settlement Fund amount by Defendant.

7.6 Challenges to Calculation of Workweeks and/or PAGA Pay Periods. Each Class Member shall have forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may mount this challenge by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge, except in connection with the Court's proceedings on Final Approval of this Agreement. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or PAGA Pay Periods, to Defense Counsel and Class Counsel and the Administrator's determination on the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object 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 Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to the Settlement.

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

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to provide notice and information about the Settlement to Class Members (the “Settlement Website”). The Settlement Website is to be established by the Administrator solely for purposes of the administration of the Settlement, and the domain name used for the website will be subject to Defendant’s reasonable approval. Not later than the date that the Administrator must remit any funds associated with uncashed and canceled Individual Class Payment or Individual PAGA Payment checks, as set forth in Paragraph 4.3.3, the Settlement Website will be taken down. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“**Exclusion List**”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from the Settlement submitted to the Administrator (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed; Class Notices returned undelivered; Requests for Exclusion (whether valid or invalid) received; objections received; challenges to Individual Workweeks and/or PAGA Pay Periods received and/or resolved; and checks mailed for Individual Class Payments and Individual PAGA Payments (“**Weekly Reports**”). The Weekly Reports must provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods, subject to final review and approval by the Court in connection with its proceedings on Final Approval of the Settlement. In the event of such a dispute, Defendant will have the right to review Defendant’s payroll and personnel records to verify the correct

information. After consultation with Class Counsel, the Class Member, and Defendant, the Administrator will make a determination of the correct information, and that determination will be final, binding on the Parties and the Class Member, and non-appealable, except in connection with the Court's proceedings on Final Approval of the Settlement.

- 7.8.5 Administrator's Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- 7.8.6 Final Calculations Prior to Disbursing Funds. Within seven (7) days after the Effective Date, the Administrator will provide Class Counsel and Defense Counsel with the following information for each Class Member: (a) whether the Class Member opted-out or objected to the Settlement; (b) the number of Workweeks used to calculate the Individual Class Payment; (c) the number of PAGA Pay Periods used to calculate the Individual PAGA Payment, if any; (d) the amount of the Individual Class Payment; and (e) the amount of the Individual PAGA Payment.
- 7.8.7 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Fund, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.
- 7.8.8 Tax Obligations. The Administrator (and not Defendant) will remit all federal and state taxes owed by Defendant and issue all IRS Form W-2s and 1099s on all funds distributed from the Gross Settlement Fund and the Net Settlement Fund.

7.8.9 Employer-Side Payroll Taxes. The Administrator will coordinate the calculations of any necessary payroll taxes and deductions with Defendant to ensure that, to the extent such taxes and deductions are or could be deemed to have been made by the Administrator on behalf of Defendant by government taxing authorities, they are made in compliance with Defendant's tax withholding and remittance obligations for such payments.

8. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on a review of its records to date, Defendant has estimated there are or will be approximately 327,582 Workweeks during the Class Period (the "Base Workweeks") as of Preliminary Approval on July 17, 2026. Should those Base Workweeks increase by more than 15% (the "Buffer Percentage") (i.e., to more than 376,720 Workweeks; the "Total Workweeks"), Defendant may, at its option, either: (a) increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Total Workweeks above the Buffer Percentage (e.g., if the number of Workweeks increases by 16%, Defendant may increase the Gross Settlement Amount by 1%), or (b) change the end date of the Class Period to an earlier date on which the Total Workweeks does not exceed the Buffer Percentage. The Workweeks of Non-Participating Class Members will not be counted in determining whether the Total Workweeks is above the Buffer Percentage
9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) court days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will—subject to Defendant's review and approval—file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under California Labor Code § 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than five (5) court days prior to filing the Motion for Final Approval with the Court. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

- 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval, without any obligation to enter into a revised version of or amendment to this Agreement if, by doing so, either of the Parties reasonably determines that doing so would materially change the terms, assumptions and/or other bases on which they decided to enter into this Agreement. However, the Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material change to the Agreement within the meaning of this paragraph.
- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, including as to the Parties, Participating Class Members, Aggrieved Employees and/or the LWDA, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective counsel, all Participating Class Members who did not object to the Settlement as provided in this Agreement, the LWDA and Aggrieved Employees waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Fund.
- 10.5 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Participating Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur, but without any obligation to enter into a revised version of or amendment to this Agreement if, by doing so, either of the Parties reasonably determines that doing so would materially change the terms, assumptions and/or other bases on which they decided to enter into this Agreement.

However, 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 Fund remains unchanged.

11. **INJUNCTION BARRING PURSUIT OF RELEASED CLAIMS.** As part of the Final Approval of the Settlement, Plaintiff, Participating Class Members, the LWDA, and Aggrieved Employees shall be enjoined from filing, initiating, or continuing to prosecute any actions, claims, complaints, or proceedings in court, arbitration, with the California Division of Labor Standards Enforcement ("DLSE"), with the LWDA, or with any other entity, with respect to the claims released as described in Paragraphs 5.1 through 5.3 (and all subparagraphs thereof), above. This Settlement is conditioned upon the release by Participating Class Members, Plaintiff, Aggrieved Employees, and the LWDA as described in Paragraphs 5.1 through 5.3 (and all subparagraphs thereof), above, and upon covenants by each of them that they will not and cannot bring or participate in any actions, lawsuits, proceedings, complaints, or charges brought individually, by the DLSE, the LWDA, or by any other agency, persons or entity in any court, arbitration or before any administrative body with respect to the claims released as described in Paragraphs 5.1 through 5.3 (and all subparagraphs thereof), above, nor will any of them contest or interfere with efforts by Defendant or by any other Released Parties to oppose any attempt to bring such Released Claims against any of them. Additionally, it is agreed herein that neither injunctive nor declaratory relief, nor any equitable relief, will be ordered by the Court against Defendant in Final Approval of the Settlement, which will otherwise be grounds for Defendant rescinding and terminating this Agreement
12. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.
13. **ADDITIONAL PROVISIONS.**
 - 13.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint or PAGA Notice have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and 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).

- 13.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4 Publication. No information about the Action or the settlement may be posted on any of Class Counsel's websites except as expressly set forth herein without Defendant's prior written consent. Defendant consents to Class Counsel listing the case name, number, and a short description of the claims in declarations filed in court listing their prior cases to provide their qualifications to be appointed as class counsel.
- 13.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.6 Attorney Authorization. The Parties separately warrant and represent that they are authorized to take all appropriate action required or permitted to be taken by them pursuant to this Agreement to effectuate its terms, and to execute any other

documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 13.7 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying this 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.
- 13.8 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.
- 13.9 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.10 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.
- 13.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.12 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.
- 13.13 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.
- 13.14 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.
- 13.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other

settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, protective order, statute or California Rules of Court rule. Not 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 and Class Counsel shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

- 13.16 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.
- 13.17 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.
- 13.18 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

BRADLEY/GROMBACHER, LLP
c/o Marcus J. Bradley
Kiley L. Grombacher
31365 Oak Crest Drive, Suite 240
Westlake Village, CA 91361
E-Mail:
mbradley@bradleygrombacher.com
kgrombacher@bradleygrombacher.com

To Defendant:

BAKER & HOSTETLER LLP
c/o Matthew C. Kane
Sylvia J. Kim
Amy E. Beverlin
Kerri H. Sakaue
1900 Avenue of the Stars, Suite 2700
Los Angeles, CA 90067
E-Mail:
mkane@bakerlaw.com
sjkim@bakerlaw.com
abeverlin@bakerlaw.com

- 13.19 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. Moreover, DocuSign, facsimile and scanned copies of signatures shall be accepted as valid and binding. Any electronic signatures shall be applied through DocuSign, and any signatory who opts to sign this Agreement electronically shall provide the DocuSign certificate for their electronic signature(s) to the other Parties.
- 13.20 Severability. If any provision of this Agreement is unenforceable, for any reason, the remaining provisions will nevertheless be of full force and effect, subject to the limitations set out in Paragraphs 6.3, 8, and 10.5 regarding the effect of disapproval, termination, modification or cancellation by the Court of any material term or condition of this Agreement.
- 13.21 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree, upon the signing of this Agreement, to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process pursuant to Code of Civil Procedure section 583.330.
- 13.22 Advice of Counsel. The Parties to this Agreement are represented by competent counsel, and they have had an opportunity to consult with counsel. The Parties to this Agreement agree that it reflects their good faith compromise of the claims raised in this action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel.
- 13.23 Non-Evidentiary Use. Neither the fact of this Agreement, the existence of this Agreement, the terms of this Agreement, nor any order or action pursuant thereto may be referred to, relied upon, cited, or used as evidence by any of the Parties, Class Members, or their respective counsel in the Action or in any other action or proceeding; provided, however, that nothing contained in this section shall prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement.
- 13.24 Each Party to Bear Own Costs. Except as specifically provided herein, the Parties hereto will bear responsibility for their own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of or related to this Action, and will not seek reimbursement thereof from any Party to this Agreement.

EACH OF THE UNDERSIGNED ACKNOWLEDGE THAT EACH HAS READ THE

**FOREGOING AGREEMENT AND ACCEPTS AND AGREES TO THE PROVISIONS
CONTAINED THEREIN, AND HEREBY EXECUTES IT VOLUNTARILY WITH
FULL KNOWLEDGE OF ITS CONSEQUENCES.**

IT IS SO STIPULATED AND AGREED:

DATED: 06 / 23 / 2026

Rodrigo Ramirez

RODRIGO RAMIREZ
Plaintiff and Proposed Class Representative

DATED: _____

CARL'S JR. RESTAURANTS LLC

By: _____
Kerry Olson
Its Chief Legal Officer

AGREED AND APPROVED AS TO FORM AND CONTENT:

DATED: 06/24/2026

BRADLEY/GROMBACHER, LLP

By: *Marcus Bradley*

Marcus J. Bradley
Kiley L. Grombacher
Attorneys for Plaintiff RODRIGO
RAMIREZ

DATED: _____

BAKER & HOSTETLER LLP

By: _____
Matthew C. Kane
Sylvia J. Kim
Amy E. Beverlin
Attorneys for Defendant CARL'S JR.
RESTAURANTS LLC

**FOREGOING AGREEMENT AND ACCEPTS AND AGREES TO THE PROVISIONS
CONTAINED THEREIN, AND HEREBY EXECUTES IT VOLUNTARILY WITH
FULL KNOWLEDGE OF ITS CONSEQUENCES.**

IT IS SO STIPULATED AND AGREED:

DATED: _____

RODRIGO RAMIREZ
Plaintiff and Proposed Class Representative

DATED: 6/23/2026 | 6:15 PM EDT

CARL'S JR. RESTAURANTS LLC

Signed by:
By: 

Kerry Olson
Its Chief Legal Officer

AGREED AND APPROVED AS TO FORM AND CONTENT:

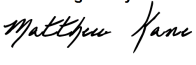
DATED: _____

BRADLEY/GROMBACHER, LLP

By: _____
Marcus J. Bradley
Kiley L. Grombacher
Attorneys for Plaintiff RODRIGO
RAMIREZ

DATED: 6/23/2026 | 4:58 PM EDT

BAKER & HOSTETLER LLP

DocuSigned by:
By: 

Matthew C. Kane
Sylvia J. Kim
Amy E. Beverlin
Attorneys for Defendant CARL'S JR.
RESTAURANTS LLC

EXHIBIT A

Rodrigo Ramirez, on behalf of himself and all others similarly situated v. Carl's Jr. Restaurants LLC, a Delaware Limited Liability Company; Carl's Jr. Funding LLC, a Delaware Limited Liability Company; and Does 1 to 10 inclusive
Los Angeles County Superior Court Case No. 25STCV24632

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

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

You may be eligible to receive money from a class action lawsuit filed by Plaintiff Rodrigo Ramirez against Defendants Carl's Jr. Restaurants, LLC ("CJR") and Carl's Jr. Restaurants Funding LLC ("CJRF") for alleged violations of California wage and hour and employment laws, which seeks payment of (1) back wages and other relief for Class Members who are or were hourly employees who worked for CJR during the Class Period (August 15, 2020, through [date of preliminary approval]); and (2) civil penalties under the California Labor Code Private Attorney General Act for all hourly employees who worked for Defendant during the PAGA Period (August 15, 2023 through [date of preliminary approval]). Unless otherwise specifically defined in this Notice, all capitalized terms used in this Notice have the same defined meanings as defined in the Class Action and PAGA Settlement Agreement that can be viewed and downloaded on the Administrator's website accessible at _____.

There are two components of the proposed Settlement: (1) a class action Settlement of Released Class Claims (the "Class Settlement") requiring CJR to fund Individual Class Payments, and (2) a representative action Settlement of Released PAGA Claims (the "PAGA Settlement") requiring CJR to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency.

Based on Defendant's records, and the Parties' current estimates, **your Individual Class Payment is estimated to be \$ _____ (less withholding) and your Individual PAGA Payment is estimated to be \$ _____**. The actual amount you may receive likely will be different and will depend on a number of factors. If the amount stated for your Individual PAGA Payment is zero, then according to CJR's records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.

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

The Court has granted preliminary approval of the proposed Settlement and approved this Notice to be sent to you. The Court has not yet decided whether to grant final approval of the proposed Settlement. Your legal rights will be affected depending on whether you do or do not

EXHIBIT A

take action so read this Notice carefully because you will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to grant final approval of the proposed Settlement and how much of the Settlement will be paid to Plaintiff and Class Counsel. The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for CJR during the Class Period and/or PAGA Period, you have two basic options under the proposed Settlement:

- (1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Released Class Claims and Released PAGA Claims against Defendants and the other Released Parties.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself (opt-out) from the proposed Class Settlement, but not the proposed PAGA Settlement, by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out, you will not receive an Individual Class Payment and you will preserve your right to personally pursue otherwise Released Class Claims against Defendants. However, even if you opt-out and you are an Aggrieved Employee, you will still receive an Individual PAGA Payment and you will still give up your right to assert Released PAGA Claims. You cannot opt-out of the proposed PAGA Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Do Not Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if you are an Aggrieved Employee). In exchange, you will give up your right to assert the Released Class Claims and the Released PAGA Claims against Defendants and the other Released Parties that are covered by the Proposed Settlement.
You Can Opt-Out of the Class Settlement but not the PAGA Settlement	If you do not want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member, no longer eligible for an Individual Class Payment, and you cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
The Opt-Out Deadline is	You cannot opt-out of the proposed PAGA Settlement. CJR must pay Individual PAGA Payments to all Aggrieved Employees and the

EXHIBIT A

	Aggrieved Employees must give up their rights to pursue Released PAGA Claims against Defendants and the other Released Parties.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	If you do not opt-out of the proposed Class Settlement, as a Participating Class Member you can object to any aspect of it. The Court's decision whether to grant final approval of the proposed Class Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing Scheduled for _____	The Court's Final Approval Hearing is currently scheduled to take place on _____. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks and/or PAGA Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and your Individual PAGA Payment (if you are an Aggrieved Employee) depends on how many Workweeks in which you performed any work at least one day during the Class Period and how many PAGA Pay Periods in which you performed any work at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you performed any work according to CJR's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of CJR. The Action accuses Defendants of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination, and sick pay; failing to reimburse for necessary business expenses; failing to provide meal periods, rest breaks and accurate itemized wage statements; and other violations of California employment laws. Plaintiff also asserts a PAGA claim for civil penalties under the California Labor Code Private Attorney General Act. Plaintiff is represented by attorneys in the Action: Marcus Bradley and Kiley Grombacher of Bradley/Grombacher, LLP.

Defendants strongly deny violating any laws or failing to pay any wages and contend they fully and properly complied with all applicable laws at issue in the Action.

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

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

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

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

1. CJR Will Pay \$775,000.00 as the Gross Settlement Fund. CJR has agreed to pay the Gross Settlement Fund amount of \$775,000.00 into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Fund to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval of the proposed Settlement, CJR will pay the Gross Settlement Fund amount to the Administrator's account not more than fifteen (15) court days after the Effective Date of the Settlement, which is either (i) sixty-five (65) days after entry of the Court's Final Approval Order and Judgment, so long as no appeals are filed therefrom, or (ii) if a timely appeal therefrom is filed, thirty (30) days after the final disposition of all appellate proceedings and the exhaustion of any applicable time to seek further appellate review without doing so. Not more than seven (7) days after CJR pays the Gross Settlement Fund amount, the Administrator will mail checks for all Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorneys' fees and expenses, the Administrator's expenses and the penalties payable to the LWDA.
2. Court Approved Deductions from Gross Settlement Fund. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

EXHIBIT A

- A. Up to \$258,333.33 (one- third of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$5,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$44,014.00 to the Administrator for services administering the Settlement; and
- D. Up to \$70,000.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions other than for the PAGA Penalties. The Court will consider all objections.

- 3. Net Settlement Fund To Distribute to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the remainder of the Gross Settlement Fund, which is the Net Settlement Fund, by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks and Individual PAGA Payments to Aggrieved Employees based on their PAGA Pay Periods.
- 4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages (the "Wages Portion") and 30% each to statutory penalties, other nonwage damages, and interest (the "Non-Wages Portion"), subject to adjustment as provided under the terms of the Settlement. The Wages Portion is subject to tax withholdings and will be reported by the Administrator on IRS W-2 Forms. The Non-Wages Portion and Individual PAGA Payments are counted as non-wages for tax purposes and will be reported by the Administrator on IRS 1099 Forms.

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

- 5. Need to Promptly Cash or Deposit Payment Checks. The front of every check issued by the Administrator will show the date when the check expires (the void date). If you do not cash or deposit it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

EXHIBIT A

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than forty-five (45) days after the Administrator mails Notice to the Class Members and Aggrieved Employees, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Non-Participating Class Members who timely and properly exclude themselves from the Class Settlement will not receive Individual Class Payments and will preserve their rights to personally pursue otherwise Released Class Claims against Defendants.

You cannot opt-out of the PAGA Settlement. Non-Participating Class Members who are Aggrieved Employees will still receive Individual PAGA Payments and are required to give up their right to assert Released PAGA Claims against Defendants.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the proposed Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Simpluris, to be the Administrator and send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges to calculations of Workweeks and PAGA Pay Periods, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and CJR has paid the Gross Settlement Fund amount to the Administrator, Participating Class Members will be legally barred from asserting any of the Released Class Claims under the Settlement. This means that unless you opt out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or other Released Parties for Released Class Claims resolved by the proposed Settlement.

Under the proposed Settlement, Released Parties means: Defendants and any of their respective present and former parents, subsidiaries, successors, predecessors, and affiliated companies or entities (including without limitation CKE Restaurants Holdings, Inc.), and their respective directors, employees, officers, managers, partners, shareholders, owners, members, agents, investors, funds, benefits administrators, attorneys, insurers, successors, predecessors, assigns, legal representatives and related persons and entities.

EXHIBIT A

The Participating Class Members other than Plaintiff will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties of any and all allegations, claims, debts, rights, demands, charges, complaints, actions, causes of action, guarantees, costs, expenses, attorneys' fees, economic damages, non-economic damages, restitution, civil penalties, statutory penalties, liquidated damages, punitive damages, interest, obligations, liabilities, or other monies and remedies, of any and every kind, contingent or accrued, that have been or reasonably could have been alleged or asserted in the FAC and/or any of the other pleadings filed in the Action and the Ramirez Class Action based on the facts and/or legal violations alleged therein, and in any PAGA Notice Plaintiff sent to the LWDA pursuant to PAGA based on the statutes, violations, facts and/or theories alleged in any such notice, during the Class Period. This includes, but is not limited to, claims for statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, and other equitable relief for violations of the California Labor Code, California Industrial Welfare Commission Wage Orders, and California Business and Professions Code § 17200, *et seq.*, and claims for or based on any type of unpaid minimum, regular, overtime or other wages; failure to provide, authorize or permit compliant meal and rest periods; failure to pay any wages timely or at all during employment and/or upon termination of employment; failure to provide accurate itemized wage statements; failure to provide employees with paid sick leave and/or supplemental paid sick leave; failure to reimburse any business expenses; failure to permit inspection of personnel records; failure to properly employ minors as employees; and failure to pay all wages in compliance with the Fair Labor Standards Act.

Except as set forth in Section 5.3 of th[e] Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring after the Class Period

10. Aggrieved Employees' PAGA Release. After the Judgment is final and CJR has paid the Gross Settlement Fund amount to the Administrator, all Aggrieved Employees will be barred from asserting Released PAGA Claims against Defendants or other Released Parties, whether or not they otherwise exclude themselves from the Class Settlement. This means that all Aggrieved Employees, including both those who are Participating Class Members and those who are Non-Participating Class Members, cannot sue, continue to sue, or participate with regard to any Released PAGA Claims against Defendants or other Released Parties resolved by the proposed Settlement. All Aggrieved Employees are therefore deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,

EXHIBIT A

the Released Parties from all claims for civil penalties that arose, accrued or existed during the PAGA Period that (1) were alleged, or that reasonably could have been alleged based on the statutes, violations, facts and/or theories asserted in the FAC and/or PAGA Notice and/or (2) ascertained in the course of the Action.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$24,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/PAGA Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in CJR's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept CJR's calculations based on its records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final for settlement administration purposes, but subject to the Court's review and approval in granting Final Approval.

5. HOW WILL I GET PAID?

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

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

EXHIBIT A

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Rodrigo Ramirez v. Carl's Jr. Restaurants LLC, et al.*, Los Angeles Superior Court Case No. 25STCV24632, and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least fourteen (14) days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website _____ or the Court's website <https://www.lacourt.org>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. The deadline for sending written objections to the Administrator is _____. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Rodrigo Ramirez v. Carl's Jr. Restaurants LLC, et al.*, Los Angeles Superior Court Case No. 25STCV24632 and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection.

EXHIBIT A

See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on _____ at _____ in Department 32 of the Los Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the proposed Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via Los Angeles County Superior Court Remote Appearances Link (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information for Department 32.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Settlement Administrator's website at (Simpluris, Class Action Administration). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Court's website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 25STCV24632. You can also make an appointment to personally review court documents in the Clerk's Office at the Los Angeles County Courthouse by calling (213) 310-7000.

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

Class Counsel:

Bradley/Grombacher, LLP
Marcus Bradley
mbradley@bradleygrombacher.com
Kiley Grombacher
kgrombacher@bradleygrombacher.com
31365 Oak Crest Drive, Suite 240
Westlake Village, California 91361
Telephone: (805) 270-7100

Settlement Administrator:

Name of Company:
Email Address:

EXHIBIT A

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

-oOo-

Title	Ramirez v CJR Class & PAGA Settlement Agreement (FINAL...
File name	Ramirez%20v%20CJR...06-23-2026%29.pdf
Document ID	c08998c8b94a2eeb604b70f485c34cc7113c10cb
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was requested from app.clio.com

Document History



SENT

06 / 23 / 2026

13:53:40 UTC-7

Sent for signature to Rodrigo Ramirez (pirru15521@gmail.com) by services@clio.com acting on behalf of mvalle@bradleygrombacher.com
IP: 99.42.69.81



VIEWED

06 / 23 / 2026

15:17:41 UTC-7

Viewed by Rodrigo Ramirez (pirru15521@gmail.com)
IP: 174.193.133.79



SIGNED

06 / 23 / 2026

17:15:08 UTC-7

Signed by Rodrigo Ramirez (pirru15521@gmail.com)
IP: 174.193.133.79



COMPLETED

06 / 23 / 2026

17:15:08 UTC-7

The document has been completed.