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[Additional counsel on next page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF PLACER**

KRISTYNA YOUNG, on behalf of herself
and others similarly situated,

Plaintiff,

vs.

BOREAL RIDGE CORPORATION, a
California corporation; BOREAL RIDGE SKI
RESORT, an entity of unknown form;
BOREAL MOUNTAIN RESORT, an entity
of unknown form; POWDR CORP., a
Delaware corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. S-CV-0055093

Assigned for all purposes to the Hon. Leon
Dixson Dept.: 40

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Complaint filed: April 21, 2025

FAC filed: June 25, 2025

Trial date: None set

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20 CORPORATION and POWDR CORP.
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This Class Action and PAGA Action Agreement (“Agreement”) is made by and between Plaintiffs Kristyna Young, Michael Delarm, and Jewel Nobles (collectively “Plaintiffs”) and Defendants Boreal Ridge Corporation and Powdr Corp. (collectively “Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1 “Action” means Plaintiff Kristyna Young’s lawsuit alleging wage and hour violations against Defendants captioned *Kristyna Young v. Boreal Ridge Corporation, et al.*, Case No. S-CV-0055093, initiated on April 21, 2025, and pending in the Court.

1.2 “Administrator” means CPT Group, Inc. (“CPT”), the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

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

1.5 “Aggrieved Employee” means all persons who worked for Defendants in California as an hourly-paid or non-exempt employee at any time during the PAGA Period.

1.6 “Class” means all persons who worked for Defendants in California as an hourly-paid or non-exempt employee at any time during the Class Period.

1.7 “Class Counsel” means Roman Shkodnik and Emma Gessaman of D.Law, Inc. and Thiago M. Coelho and Rachel J. Vinson of the Wilshire Law Firm.

1.8 “Class Counsel Fees” and “Class Counsel Costs” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.9 “Class Data” means Class Member identifying information in Defendants’ possession

including the Class Member's name, last-known mailing address, email address (if any), Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.10 "Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

1.11 "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.12 "Class Period" means the period from April 21, 2021, through April 18, 2026, or through the date set pursuant to the terms in Paragraph 4.1.1.

1.13 "Class Representative" means the named Plaintiffs identified herein, Par. 1.35, *infra*, each seeking Court approval to serve as a class representative in the Action.

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

1.15 "Court" means the Superior Court of California, County of Placer.

1.16 "Defendants" means Boreal Ridge Corporation and Powdr Corp., the named defendants in the Action.

1.17 "Defense Counsel" means Tiffany Brosnan and Anne Dwyer of Snell & Wilmer L.L.P.

1.18 "Effective Date" means the date on which the Judgment becomes final. The Judgment is final as of the latest of the following occurrences: (a) if no Class Member moves to intervene or objects to the Settlement, the day the Court enters Judgment; (b) if one or more Class Members moves to intervene or objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

1.20 "Final Approval Hearing" means the Court's hearing on the Motion for Final

Approval of the Settlement.

1.21 “Gross Settlement Amount” means \$855,400, which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, PAGA Penalties, Class Counsel Fees, Class Counsel Costs, Class Representative Service Awards, and Administration Costs.

1.22 “Individual Class Payment” means a Participating Class Member’s pro rata share of the Net Settlement Amount based on the number of Workweeks worked during the Class Period.

1.23 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.

1.24 “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.25 “LWDA” means the California Labor and Workforce Development Agency.

1.26 “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (m).

1.27 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties; Class Representative Service Award; Class Counsel Fees; Class Counsel Costs; and Administration Costs. 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 timely and valid Request for Exclusion.

1.29 “PAGA Period” means the period from April 21, 2024, through April 18, 2026, or through the date set pursuant to the terms in Paragraph 4.1.1.

1.30 “PAGA” means the Private Attorneys General Act (Lab. Code § 2698, *et seq.*) (West 2025).

1.31 “PAGA Notices” means Plaintiff Young’s April 21, 2025 letter and Plaintiffs Young and Delarm’s December 2, 2025 letter to the LWDA, Case No. LWDA-CM-1093619-25, and Plaintiff Nobles’ April 17, 2025 letter to the LWDA, Case No. LWDA-CM-1092980-25, providing notice pursuant to Labor Code section 2699.3, subd.(a).

1 1.32 "PAGA Penalties" means \$42,770.00, the total amount of PAGA civil penalties to be
2 paid from the Gross Settlement Amount, allocated 65% to the LWDA (\$27,800.50) and 35% to
3 Aggrieved Employees (\$14,969.50) in settlement of PAGA claims.

4 1.33 "Participating Class Member" means a Class Member who does not submit a valid
5 and timely Request for Exclusion from the Settlement.

6 1.34 "Pay Period" means any biweekly or semimonthly pay period in which, for one or
7 more hours during the PAGA Period, an Aggrieved Employee performed work for Defendants in
8 California. If any Aggrieved Employees' regular pay periods were weekly, rather than biweekly
9 or semimonthly, their number of pay periods shall be reduced by one-half for purposes of this
10 MOU and Settlement, pursuant to Lab. Code § 2699(o).

11 1.35 "Plaintiffs" means Kristyna Young, Jewel Nobles, and Michael Delarm, collectively
12 the named plaintiffs in the Action.

13 1.36 "Preliminary Approval" means the Court's order granting preliminary approval of the
14 Settlement.

15 1.37 "Released Class Claims" means the claims being released, as described in Paragraph
16 5.2 below.

17 1.38 "Released PAGA Claims" means the claims being released as described in Paragraph
18 5.3 below.

19 1.39 "Released Parties" means Defendants and Defendants' parents, subsidiaries, owners,
20 officers, directors, shareholders, managerial employees, attorneys, and agents.

21 1.40 "Request for Exclusion" means a Class Member's submission of a written request to
22 be excluded from the Class Settlement signed by the Class Member.

23 1.41 "Response Deadline" means 60 days after the Administrator mails the Class Notice
24 and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for
25 Exclusion; (b) fax, email or mail objections to the Settlement; or (c) fax, email, or mail a challenge
26 to the number of Workweeks allocated to the Class Member in the Class Notice. Class Members
27 to whom Class Notices are resent after having been returned undeliverable to the Administrator
28 shall have their deadline extended an additional 14 calendar days beyond the Response Deadline.

1.42 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.43 “Workweek” means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

1.44 “*Nobles* Action” means Plaintiff Noble’s class action lawsuit alleging wage and hour violations against defendant Boreal Ridge Corporation captioned *Jewel Nobles v. Boreal Ridge Corporation*, CU0002063, initiated on April 30, 2025, and pending in the Superior Court of California, County of Nevada.

2. RECITALS.

2.1 On April 21, 2025, Plaintiff Young commenced this Action by filing a class action complaint against Defendants alleging the following causes of action: 1) failure to pay minimum wages; 2) failure to pay wages and overtime; 3) failure to provide meal periods; 4) failure to provide rest periods; 5) failure to pay vacation wages; 6) failure to comply with all requirements for paid sick leave; 7) failure to indemnify employees for business expenses; 8) failure to provide accurate itemized wage statements; 9) failure to maintain records; 10) failure to timely pay final wages at termination; and 11) unlawful and unfair business practices under the Unfair Competition Law (“UCL”), Bus. & Prof. Code § 17200, *et seq.* On June 25, 2025, Plaintiff Young filed a First Amended Complaint adding a PAGA cause of action seeking civil penalties from Defendants for the Labor Code violations alleged in the PAGA Notice.

2.2 On April 30, 2025, Plaintiff Nobles commenced the *Nobles* Action by filing a class action complaint against Defendants alleging the following causes of action: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination under Labor Code §§ 201-203; (6) failure to provide accurate itemized wage statements under Labor Code § 226; (7) failure to indemnify employees for expenditures under Labor Code § 2802; and (8) unfair business practices under the UCL.

2.3 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notices.

2.4 On August 5, 2025, the named defendants Boreal Ridge Ski Resort and Boreal Mountain Resort were dismissed without prejudice from the Action.

2.5 For purposes of settlement, prior to filing any motion for preliminary approval, Plaintiffs shall file a complaint in the Court to consolidate the First Amended Complaint in the Action and the *Nobles* Action and add Michael Delarm as a named plaintiff. The consolidated complaint shall be the operative complaint in the Action (the “Operative Complaint”). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint, and deny any and all liability for the causes of action alleged.

2.6 On February 19, 2026, the Parties participated in an all-day mediation presided over by Lonnie Giamela, Esq. (“Mediator”), which led to this Agreement.

2.7 Before mediation, Plaintiffs obtained, through informal discovery, Plaintiffs’ personnel files, all of Class Members’ time and payroll records, and Defendants’ written policies in effect during the Class Period. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.8 The Court has not granted class certification because the Parties engaged in mediation before any motion for class certification was filed.

2.9 The Parties, Class Counsel, and Defense Counsel represent that claims asserted in the *Nobles* Action, *supra*, shall be consolidated with all claims asserted in the Action, with filing of the Operative Complaint, for purposes of settlement, and the *Nobles* Action will be dismissed with prejudice once the Operative Complaint is filed and accepted by the Court.

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

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Defendants promise to pay \$855,400 and no more as the Gross Settlement Amount and to pay separately any and all employer payroll taxes owed on the

1 Wage Portions (as defined below) of the Individual Class Payments. Defendants have no
2 obligation to pay the Gross Settlement Amount (or any payroll taxes) before the deadline stated
3 in Paragraph 4.2. The Administrator will disburse the entire Gross Settlement Amount without
4 asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as
5 a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

6 3.2 Payments from the Gross Settlement Amount. The Administrator will make and
7 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
8 the Court in the Final Approval:

9 3.2.1 To Plaintiffs: A Class Representative Service Award of not more than \$7,500 to
10 each Plaintiff (in addition to any Individual Class Payment and any Individual PAGA
11 Payment to which she or he is entitled as a Participating Class Member and Aggrieved
12 Employee). Defendants will not oppose Plaintiffs' request for a Class Representative
13 Service Award to each that does not exceed \$7,500 each (\$22,500 total). As part of
14 the Motion for Final Approval, Plaintiffs will seek Court approval for any such Service
15 Award. If the Court approves any Class Representative Service Award less than the
16 amount requested, the Administrator will retain the remainder in the Net Settlement
17 Amount. The Administrator will pay the Class Representative Service Awards using
18 IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes
19 owed on any Class Representative Service Award.

20 3.2.2 To Class Counsel: Class Counsel Fees of not more than one-third (1/3), which is
21 currently estimated to be \$285,133.33, and Class Counsel Costs of not more than
22 \$30,000. Defendants will not oppose requests for these payments provided they do not
23 exceed these amounts. As part of the Motion for Final Approval, Plaintiffs and/or
24 Class Counsel may seek Court approval of Class Counsel Fees and Class Counsel
25 Costs. In support of the Class Counsel Costs, Class Counsel must submit a cost ledger
26 listing each expense incurred during the Action. If the Court approves Class Counsel
27 Fees and/or Costs less than the amounts requested, the Administrator will allocate the
28 remainder to the Net Settlement Amount. Released Parties shall have no liability to

1 Class Counsel or any other plaintiff's counsel arising from any claim to any portion
2 of any Class Counsel fees or costs. The Administrator will pay Class Counsel Fees
3 and Class Counsel Costs using one or more IRS 1099 Forms. Class Counsel assumes
4 full responsibility and liability for taxes owed on Class Counsel Fees and Class
5 Counsel Costs and holds Defendants and the Released Parties harmless, and
6 indemnifies Defendants and the Released Parties, from any dispute or controversy
7 regarding any division or sharing of any of these payments.

8 3.2.3 To the Administrator: Administration Costs not to exceed \$15,000 except for a
9 showing of good cause and as approved by the Court. To the extent the administration
10 costs are less than or the Court approves payment less than \$15,000, the Administrator
11 will retain the remainder in the Net Settlement Amount.

12 3.2.4 To Each Participating Class Member: An Individual Class Payment, which the
13 Administrator shall calculate by (a) dividing the Net Settlement Amount by the total
14 number of Workweeks worked by all Participating Class Members during the Class
15 Period and (b) multiplying the result by each Participating Class Member's
16 Workweeks.

17 3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating
18 Class Member's Individual Class Payment will be allocated to the settlement of
19 wage claims (the "Wage Portion"). The Wage Portions are subject to tax
20 withholding and will be reported on an IRS W-2 Form. The remaining 80% of
21 each Participating Class Member's Individual Class Payment will be allocated
22 to the settlement of claims for interest and statutory penalties (the "Non-Wage
23 Portion"). The Non-Wage Portions are not subject to wage withholdings and
24 will be reported on IRS 1099 Forms. Participating Class Members assume full
25 responsibility and liability for any employee taxes owed on their Individual
26 Class Payments.

27 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual
28 Class Payments. Non-Participating Class Members will not receive any

Individual Class Payment. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$42,770 to be paid from the Gross Settlement Amount, with 65% (\$27,800.50) allocated to the LWDA PAGA Payment and 35% (\$14,969.50) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$14,969.50) by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

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 Amount. The Administrator will report Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Size Estimates. Based on a review of its records to date, Defendants estimate there are 1,385 Class Members who collectively worked a total of 36,400 Workweeks during the Class Period and 574 Aggrieved Employees who worked a total of 7,573 Pay Periods during the PAGA Period.

4.1.1 If, on final calculation, the total number of Workweeks increases by more than 10% (i.e. more than 40,040 Workweeks), then Defendants have the option either to: (a) increase the GSA proportionally (e.g., if the final number of total Workweeks is 11% more than the estimated number of Workweeks stated above, then the GSA will increase by 1%); or (b) have the end dates of the Class Period and PAGA Period become the date when the total number of Workweeks is no more than 40,040 (36,400

x 1.10). If this provision is triggered, the Parties agree that the portion of the GSA allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third (1/3) of the GSA after the upward adjustment required by this provision is implemented.

4.2 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes on the Wage Portion, by transmitting the funds to the Administrator no later than 21 days after the Effective Date.

4.3 Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, Administration Costs, Class Counsel Fees, Class Counsel Costs, and the Class Representative Service Awards. Disbursement of the Class Counsel Fees, Class Counsel costs and the Class Representative Service Awards 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 Class Members and Aggrieved Employees 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 Settlement 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 who are also Aggrieved Employees 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 an Address Search for all Class Members and Aggrieved Employees whose checks are returned undelivered without a United States Postal Service ("USPS") forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Class Members or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member or Aggrieved Employee whose original check was lost or misplaced, as requested by the Class Member or Aggrieved Employee before the void date.

4.3.3 For any Class Member whose Individual Class Payment or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such a check to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

4.3.4 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such check to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, Aggrieved Employees, and Class Counsel

will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs and Plaintiffs' respective former and present representatives, agents, attorneys, administrators, successors and assigns, release and discharge Released Parties from all claims, transactions or occurrences related to or arising from their employment with Defendants, separation of employment from Defendants, and any acts that have or could have been asserted in any legal action or proceeding against Defendants, whether known or unknown, arising under any federal, state, or local law, or statute, including, inter alia, those arising under the California Labor Code, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act, California Corporations Code, California Business and Professions Code, California Fair Employment and Housing Act, California Constitution (all as amended), and law of contract and tort, as well as for discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other employment compensation, emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and costs, arising on or before the date of execution of the Settlement Agreement ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, each 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.

1 5.2 Release by Participating Class Members: All Participating Class Members, on behalf
2 of themselves and their respective former and present representatives, agents, attorneys,
3 administrators, successors and assigns, release Released Parties from all claims that were alleged,
4 or reasonably could have been alleged, based on the facts and allegations in the Operative
5 Complaint that are alleged to have occurred during the Class Period, including but not limited to,
6 claims for failure to pay minimum wages, failure to pay straight time wages, failure to pay
7 overtime, failure to provide meal periods, failure to provide rest breaks, failure to pay vacation,
8 failure to properly provide or pay sick time, failure to reimburse, failure to keep records, failure
9 to provide accurate itemized wage statements, failure to timely pay all earned wages during and
10 at separation of employment, and unfair business practices, including under California Labor
11 Code Sections 201, 202, 203, 2047, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 245, 246, 510,
12 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, the
13 California Wage Orders, and the UCL. Except as set forth in Section 5.3 of this Agreement,
14 Participating Class Members do not release any other claims, including claims for vested benefits,
15 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
16 insurance, disability, social security, or workers' compensation or claims based on events
17 occurring outside the Class Period.

18 5.3 Released PAGA Claims: All Aggrieved Employees are deemed to release, on behalf
19 of themselves and their respective former and present representatives, agents, attorneys,
20 administrators, successors and assigns, the Released Parties from all claims for PAGA penalties
21 arising during the PAGA Period that were alleged, or reasonably could have been alleged, based
22 on the facts and allegations in the Operative Complaint and the PAGA Notices, including but not
23 limited to, claims for failure to pay minimum wages, failure to pay straight time wages, failure to
24 pay overtime, failure to provide meal periods, failure to provide rest breaks, failure to pay
25 vacation, failure to properly provide or pay sick time, failure to reimburse, failure to keep records,
26 failure to provide accurate itemized wage statements, failure to timely pay all earned wages during
27 and at separation of employment.

28 **6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree jointly to prepare and

file a motion for preliminary approval (“Motion for Preliminary Approval”).

6.1 Defendants’ Declaration in Support of Preliminary Approval. Within 5 days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their declarations, Defense Counsel and Defendants shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiffs’ Responsibilities. Plaintiffs will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from each Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; and its timely transmission to the LWDA of all necessary PAGA documents (PAGA Notice (Lab. Code, § 2699.3, subd. (a)), Operative Complaint (Lab. Code, § 2699, subd. (l)(1)), and the Agreement (Lab. Code, § 2699, subd. (l)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator. In their declarations, Plaintiffs and Class Counsel shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

1 6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
2 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later
3 than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the
4 Motion for Preliminary Approval; and appearing in Court to advocate in favor of the Motion for
5 Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary
6 Approval to the Administrator.

7 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
8 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
9 Defense Counsel will expeditiously work together by meeting in good faith, in person or by
10 telephone, to resolve the disagreement. If the Court does not grant Preliminary Approval or
11 conditions Preliminary Approval on any material change to this Agreement, Class Counsel and
12 Defense Counsel will expeditiously work together by meeting in good faith, in person or by
13 telephone, to modify the Agreement and otherwise satisfy the Court's concerns.

14 **7. SETTLEMENT ADMINISTRATION.**

15 7.1 Selection of Administrator. The Parties have jointly selected CPT to serve as the
16 Administrator and verified that, as a condition of appointment, CPT agrees to be bound by this
17 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for
18 the Administration Costs. The Parties and their Counsel represent that they have no interest or
19 relationship, financial or otherwise, with the Administrator other than a professional relationship
20 arising out of prior experiences administering settlements.

21 7.2 Employer Identification Number. The Administrator shall have and use its own
22 Employer Identification Number for purposes of calculating payroll tax withholdings and
23 providing reports to state and federal tax authorities.

24 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
25 meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section
26 468B-1.

27 7.4 Notice to Class Members.

28 7.4.1 Not later than 15 days after the Court grants Preliminary Approval, Defendants

1 will deliver the Class Data to the Administrator, in the form of a Microsoft Excel
2 spreadsheet. To protect Class Members' privacy rights, the Administrator must
3 maintain the Class Data in confidence, use the Class Data only for purposes of this
4 Settlement and for no other purpose, and restrict access to the Class Data to
5 Administrator employees who need access to effect and perform under this
6 Agreement. Defendants have a continuing duty to immediately notify Class Counsel
7 if it discovers that the Class Data omitted Class Member identifying information and
8 to provide corrected or updated Class Data as soon as reasonably feasible. Without
9 any extension of the deadline by which Defendants must send the Class Data to the
10 Administrator, the Parties and their counsel will expeditiously use best efforts, in good
11 faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class
12 Data. No later than 3 business days after receipt of the Class Data, the Administrator
13 shall notify Class Counsel that the list has been received and state the number of Class
14 Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

15 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14
16 days after receiving the Class Data, the Administrator will send to all Class Members
17 identified in the Class Data, via first-class USPS mail, the Class Notice substantially
18 in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice
19 shall prominently estimate the dollar amounts of any Individual Class Payment and
20 Individual PAGA Payment (if applicable) payable to the Class Member, and the
21 number of Workweeks and Pay Periods (if applicable) used to calculate these amounts.
22 Before mailing Class Notices, the Administrator shall update Class Member addresses
23 using the National Change of Address database.

24 7.4.3 Not later than 3 business days after the Administrator's receipt of any Class
25 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class
26 Notice using any forwarding address provided by the USPS. If the USPS does not
27 provide a forwarding address, the Administrator shall conduct a Class Member
28 Address Search and re-mail the Class Notice to the most current address obtained. The

1 Administrator has no obligation to make further attempts to locate or send Class
2 Notice to Class Members whose Class Notice is returned by the USPS a second time.

3 7.4.4 The deadline for Class Members' written objections, challenges to Workweeks
4 and/or Pay Periods, if applicable, and Requests for Exclusion will be extended for
5 Class Members whose notices are re-mailed. Class Members to whom Class Notices
6 are resent after having been returned undeliverable to the Administrator shall have
7 their deadline extended an additional 14 calendar days beyond the Response Deadline.
8 The Administrator will inform the Class Member of the extended deadline with the
9 re-mailed Class Notice.

10 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
11 discovers any persons who believe they should have been included in the Class Data
12 and should have received Class Notice, the Parties will expeditiously meet and confer
13 in good faith, in person or by telephone, in an effort to agree on whether to include
14 them as Class Members. If the Parties agree, such persons will be Class Members
15 entitled to the same rights as other Class Members, and the Administrator will send,
16 via email or overnight delivery, a Class Notice requiring them to exercise options
17 under this Agreement not later than 14 days after receipt of Class Notice, or the
18 deadline dates in the Class Notice, whichever are later.

19 **7.5 Requests for Exclusion (Opt-Outs).**

20 7.5.1 Class Members who wish to exclude themselves from (opt out of) the Class
21 Settlement must send the Administrator, by fax, email, or mail, a signed written
22 Request for Exclusion not later than the Response Deadline. A Request for Exclusion
23 is a letter from a Class Member or the Class Member's representative that reasonably
24 communicates the Class Member's election to be excluded from the Settlement and
25 includes the Class Member's name, address and email address or telephone number.
26 To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked
27 by the Response Deadline.

28 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it

1 fails to contain all the information specified in the Class Notice. The Administrator
2 shall accept any Request for Exclusion as valid if the Administrator can reasonably
3 ascertain the identity of the person as a Class Member and the Class Member's desire
4 to be excluded. The Administrator's determination shall be final and not appealable
5 or otherwise susceptible to challenge. If the Administrator has reason to question the
6 authenticity of a Request for Exclusion, the Administrator may demand additional
7 proof of the Class Member's identity. The Administrator's determination of
8 authenticity shall be final and not appealable or otherwise susceptible to challenge.

9 7.5.3 Every Class Member who does not submit a timely and valid Request for
10 Exclusion is deemed to be a Participating Class Member, entitled to all benefits and
11 bound by all terms and conditions of the Settlement, including the Participating Class
12 Members' Release under Paragraph 5.2 of this Agreement, regardless of whether the
13 Participating Class Member actually receives the Class Notice or objects to the
14 Settlement.

15 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
16 Non-Participating Class Member and shall not receive an Individual Class Payment
17 or have the right to object to the class action components of the Settlement. Because
18 future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
19 Participating Class Members who are Aggrieved Employees are deemed to release
20 the claims identified in Paragraph 5.3 of this Agreement and are eligible for an
21 Individual PAGA Payment.

22 7.6 Challenges to Calculation of Workweeks and/or Pay Periods. Each Class Member
23 shall have until the Response Deadline to challenge the number of Workweeks and/or Pay
24 Periods, if applicable, allocated to the Class Member in the Class Notice. The Class Member may
25 challenge the allocation by communicating with the Administrator via fax, email, or mail. The
26 Administrator must encourage the challenging Class Member to submit supporting
27 documentation. The Administrator has the authority to address and make final decisions
28 consistent with the terms of this Agreement on all Class Member challenges to the number of

1 Workweeks and/or Pay Periods. In the absence of any contrary documentation, the Administrator
2 is entitled to presume that the Workweeks and/or Pay Periods contained in the Class Notice are
3 correct if they are consistent with the Class Data. The Administrator's determination of
4 allocations of Workweeks and/or Pay Periods is final and not appealable or otherwise susceptible
5 to challenge. The Administrator shall promptly provide to Defense Counsel and Class Counsel
6 copies of all challenges to calculation of Workweeks and/or Pay Periods and the Administrator's
7 determination of the challenges.

8 7.7 Objections to Settlement.

9 7.7.1 Only Participating Class Members may object to the class action components of
10 the Settlement and this Agreement, including contesting the fairness of the Settlement
11 and the amounts requested for Class Counsel Fees, Class Counsel Costs,
12 Administration Costs, and Class Representative Service Awards.

13 7.7.2 Participating Class Members may send written objections to the Administrator,
14 by fax, email, or mail no later than the Response Deadline. Participating Class
15 Members may appear in Court (or hire an attorney to appear in Court) to present oral
16 objections at the Final Approval Hearing.

17 7.7.3 Non-Participating Class Members have no right to object to any of the class
18 action components of the Settlement.

19 7.8 Administrator Duties. The Administrator has a duty to perform all tasks to be
20 performed by the Administrator set forth in this Agreement or otherwise.

21 7.8.1 Website, Email Address, and Toll-Free Number. The Administrator will
22 establish, maintain, and use a website to post information of interest to Class Members
23 including the date, time and location for the Final Approval Hearing and copies of the
24 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
25 Notice, the Motion for Final Approval, the Final Approval, and the Judgment. The
26 Administrator will also maintain and monitor an email address and a toll-free
27 telephone number to receive Class Member calls, faxes, and emails.

28 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 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; and (c) copies of all Requests for Exclusion submitted (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 Workweeks received and/or resolved; and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include 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 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiffs are 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 it received (both valid or invalid), and the number of written objections. The declaration shall 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.

7.8.5 Final Report by Settlement Administrator. Within 10 days after the

1 Administrator disburses all funds in the Gross Settlement Amount, the Administrator
2 will provide Class Counsel and Defense Counsel with a final report detailing its
3 disbursements by employee identification number only of all payments made under
4 this Agreement. At least 15 days before any deadline set by the Court, the
5 Administrator will prepare, and submit to Class Counsel and Defense Counsel, a
6 signed declaration suitable for filing in Court attesting to its disbursement of all
7 payments required under this Agreement. Class Counsel is responsible for filing the
8 Administrator's declaration in Court.

9 **8. DEFENDANTS' RIGHT TO WITHDRAW.** If more than five (5) percent of the Class
10 submit valid Requests for Exclusion, Defendants may, but are not obligated to, elect to
11 withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement
12 shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any
13 further obligation to perform under this Agreement; provided, however, Defendants will remain
14 responsible for paying all settlement administration expenses incurred to that point. Defendants
15 must notify Class Counsel and the Court of its election to withdraw not later than 7 days after
16 the Administrator sends the final Exclusion List to Defense Counsel.

17 **9. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared
18 Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval that includes a
19 request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), a
20 proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final
21 Approval"). Class Counsel and Defense Counsel will expeditiously meet and confer in good faith,
22 in person or by telephone, to resolve any disagreements concerning the Motion for Final
23 Approval.

24 9.1 Response to Objections. Each Party retains the right to respond to any objection raised
25 by a Participating Class Member, including the right to file responsive documents in Court no
26 later than 5 court days before the Final Approval Hearing, or as otherwise ordered or accepted by
27 the Court.

28 9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final

1 Approval on any material change to the Settlement, including the scope of release to be granted
2 by Class Members, the Parties will expeditiously work together in good faith to address the
3 Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's
4 decision to award less than the amounts requested for the Service Award, Class Counsel Fees and
5 Costs, and/or Administration Costs shall not constitute a material modification to the Agreement
6 within the meaning of this paragraph.

7 9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,
8 the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes
9 of (i) enforcing this Agreement or Judgment, (ii) addressing settlement administration matters
10 and (iii) addressing such post-Judgment matters as are permitted by law.

11 9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
12 conditions of this Agreement, specifically including Class Counsel Fees and Class Counsel Costs,
13 the Parties, their respective counsel and all Participating Class Members who did not object to the
14 Settlement, waive all rights to appeal from the Judgment, including all rights to post-judgment
15 and appellate proceedings, the right to file motions to vacate judgment, motions for new trial,
16 extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to
17 oppose such motions, writs or appeals. If an objector or intervener appeals the Judgment, the
18 Parties' obligations to perform under this Agreement will be suspended until such time as the
19 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
20 the Net Settlement Amount.

21 9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
22 appellate court vacates, reverses or modifies the Judgment in a manner that requires a material
23 modification of this Agreement (including, but not limited to, the scope of release to be granted
24 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
25 expeditiously work together in good faith to address the appellate court's concerns and to obtain
26 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration
27 expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify
28 the Court's award of Class Representative Service Awards or any payments to Class Counsel

shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. 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.

11. ADDITIONAL PROVISIONS.

11.1 No Admission of Liability. 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor is it intended or should be construed as an admission by Plaintiffs that Defendants' 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 not grant Preliminary Approval, grant Final Approval, or enter Judgment, or Final Approval is vacated or overturned on appeal, Defendants reserve the right to contest certification of any class for any reason, Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants, and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they and each of them will not disclose, disseminate, 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) to counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or

(5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants, 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, with any 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.

11.3 Limitation on Publicity. Plaintiffs and Class Counsel agree not to issue press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about this case and/or the fact, amount or terms of the Settlement. In addition, Plaintiffs and Class Counsel agree that they will not engage in any advertising or distribute any marketing materials relating to the Settlement, including but not limited to any postings on any websites maintained by Class Counsel; provided, however, that Class Counsel may state that it has settled a class action claim against a hospitality employer so long as neither Defendants, nor the Plaintiffs are identified. In addition, Class Counsel may list the case name, number, and a brief description of the claims in their declarations in support of qualifications as class counsel in future filings. Furthermore, Plaintiffs and Class Counsel will undertake any and all disclosures and submissions required to be made to the LWDA in conformity with PAGA.

11.4 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.

11.5 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

1 inducements made to or by any Party.

2 11.6 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
3 represent that they are authorized by Plaintiffs and Defendants, respectively, to take all
4 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
5 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
6 terms of this Agreement including any amendments to this Agreement.

7 11.7 Cooperation. The Parties and their counsel will cooperate with each other and use their
8 best efforts in good faith to implement the Settlement by, among other things, modifying the
9 Settlement Agreement and submitting supplemental evidence and supplementing points and
10 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
11 or content of any document necessary to implement the Settlement, or on any modification of the
12 Agreement that may become necessary to implement the Settlement, the Parties will seek the
13 assistance of the Mediator or the Court for resolution.

14 11.8 No Prior Assignments. The Parties separately represent and warrant that they have not
15 directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or
16 encumber to any person or entity any portion of any liability, claim, demand, action, cause of
17 action or right released and discharged by the Party in this Settlement.

18 11.9 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants, nor Defense Counsel
19 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
20 relied upon as such within the meaning of United States Treasury Department Circular 230 (31
21 CFR Part 10, as amended) or otherwise.

22 11.10 Modification of Agreement. This Agreement, and all parts of it, may be amended,
23 modified, changed, or waived only by an express written instrument signed by all Parties or their
24 representatives and approved by the Court.

25 11.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure
26 to the benefit of, the successors of each of the Parties.

27 11.12 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
28 governed by and interpreted according to the laws of the State of California, without regard to

1 conflict of law principles.

2 11.13 Cooperation in Drafting. The Parties have cooperated in drafting and preparing this
3 Agreement. This Agreement will not be construed against any Party on the basis that the Party
4 was the drafter or participated in the drafting.

5 11.14 Confidentiality. To the extent permitted by law, all agreements made and orders
6 entered during the Action and in this Agreement relating to the confidentiality of information
7 shall survive the execution of this Agreement.

8 11.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to
9 Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class
10 Counsel by Defendants in connection with the mediation, other settlement negotiations, or the
11 Settlement, may be used only with respect to this Settlement and for no other purpose, and may
12 not be used in any way that violates any existing contractual agreement, statute or the California
13 Rules of Court. Not later than 90 days after the date when the Court discharges the
14 Administrator's obligation to provide a declaration confirming the final pay out of all Settlement
15 funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from
16 Defendants unless, before the Court's discharge of the Administrator's obligation, Defendants
17 make a written request to Class Counsel for the return, rather than the destruction, of Class Data.

18 11.16 Headings. The descriptive heading of any section or paragraph of this Agreement is
19 inserted for convenience of reference only and does not constitute a part of the Agreement.

20 11.17 Calendar Days. Unless otherwise noted, all references to "days" in this Agreement
21 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
22 weekend or federal legal holiday, such date or deadline shall be on the first business day
23 thereafter.

24 11.18 Notice. All notices, demands or other communications between the Parties in
25 connection with this Agreement will be in writing and deemed to have been duly given as of the
26 third business day after mailing by United States mail, or the day sent by email or messenger,
27 addressed as follows:

28 ///

To Plaintiffs:

Roman Shkodnik
R.Shkodnik@d.law
Emma Geesaman
E.Geesaman@d.law
D.LAW, INC.
250 N Madison Ave., 2nd Floor
Pasadena, CA 91101
Tel.: (818) 962-6465
Fax: (818) 962-6469

Thiago M. Coelho
thiago.coelho@wilshirelawfirm.com
Rachel J. Vinson
rachel.vinson@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

To Defendants:

Tiffany Brosnan
tbrosnan@swlaw.com
Anne Dwyer
adwyer@swlaw.com
SNELL & WILMER L.L.P.
600 Anton Boulevard, Suite 1400
Costa Mesa, CA 92626
Telephone: (714) 427-7000
Facsimile: (714) 427-7799

11.19 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.

11.20 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 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.

[SIGNATURES ON NEXT PAGE]

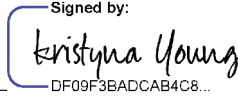
By the Parties:

Dated: 6/17/2026

Signed by:


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Plaintiff Jewel Nobles

Dated: 7/3/2026

Signed by:


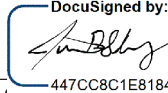
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Plaintiff Kristyna Young

Dated: 6/27/2026

Signed by:


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Plaintiff Michael Delarm

Dated: 7/7/2026

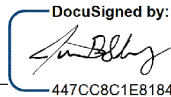
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Defendant Boreal Ridge Corporation

By: Justin Sibley

Position: CEO

Dated: 7/7/2026

DocuSigned by:


447CC8C1E8184B2...
Defendant Powdr Corp.

By: Justin Sibley

Position: CEO

Approved as to form by counsel:

Dated: July 6, 2026

D.LAW, INC.

By: 

Roman Shkodnik

Emma Geesaman

Attorneys for Plaintiffs

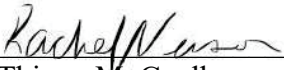
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1 Dated: June 12, 2026

WILSHIRE LAW FIRM

2 By: 
3 Thiago M. Coelho
4 Rachel J. Vinson

5 Attorneys for Plaintiffs

6 Dated: July 7, 2026

SNELL & WILMER L.L.P

7 By: 
8 Tiffany Brosnan
9 Anne Dwyer

10 Attorneys for Defendants

EXHIBIT A

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

Young, et al. v. Boreal Ridge Corporation, et al., Case No. S-CV-0055093

***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 the employee class action lawsuit listed above (“Action”) against Boreal Ridge Corporation and Powdr Corp. (collectively “Boreal Ridge”) for alleged wage and hour violations. The Action was filed by former Boreal Ridge employees Kristyna Young, Michael Delarm, and Jewel Nobles (“Plaintiffs”) and seeks payment of (1) wages, meal and rest break penalties, paid sick leave, accrued vacation, unreimbursed business expenses, and other statutory penalties for a class of hourly-paid, non-exempt employees who worked for Boreal Ridge during the Class Period from April 21, 2021, through April 18, 2026, (“Class Members”); and (2) civil penalties under the California Private Attorneys General Act (“PAGA”), Lab. Code § 2698, *et seq.*, for all Class Members who worked for Boreal Ridge during the PAGA Period from April 21, 2024, through April 18, 2026 (“Aggrieved Employees”).

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

Based on Boreal Ridge’s records, and the parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Boreal Ridge’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Boreal Ridge’s records showing the number of workweeks Class Members worked at least one day during the Class Period (“Workweeks”) and number of pay periods Class Members worked at least one day during the PAGA Period (“Pay Periods”). Boreal Ridge’s records show that **you worked _____ Workweeks** during the Class Period and **you worked _____ Pay Periods** during the PAGA Period. If you believe that you worked more workweeks during the Class Period and/or pay periods during the PAGA Period, you can submit a challenge by the deadline date. See Section IV of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant Final Approval. Your legal rights are affected whether you act or not. Read this notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a Judgment that requires Boreal Ridge to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Boreal Ridge.

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage and hour claims against Boreal Ridge.
- (2) **Opt Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Boreal Ridge, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Boreal Ridge 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 Don't 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 any). In exchange, you will give up your right to assert the wage and hour claims against Boreal Ridge that are covered by this Settlement ("Released Claims").
You Can Opt Out of the Class Settlement but not the PAGA Settlement The Opt-Out Deadline is 	If you don't 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 and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section VI of this Notice. You cannot opt out of the PAGA portion of the proposed Settlement. Boreal Ridge must pay Individual PAGA Payments to all Aggrieved Employees, and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by 	All Class Members who do not opt out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section VII of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on . You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in

	person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can object to the Class Settlement, virtually or in person, at the Final Approval Hearing. See Section VIII of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amounts of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many Workweeks you worked and how many Pay Periods you worked, respectively. The number of Workweeks and number of Pay Periods you worked according to Boreal Ridge’s records are stated on the first page of this Notice. If you disagree with the number of Workweeks and/or Pay Periods, you must challenge them by [REDACTED]. See Section IV of this Notice.

I. WHAT IS THE ACTION ABOUT?

Plaintiffs are former Boreal Ridge employees. The Action accuses Boreal Ridge of violating California labor laws, including by failing timely to pay overtime wages, minimum wages, straight time wages, vacation wages, sick pay, and wages due upon termination, and failing to provide meal periods, rest periods, reimbursement for business expenses, and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for unlawful and unfair business practices under the Unfair Competition Law (“UCL”), Bus. & Prof. Code § 17200, *et seq.*, and a claim for civil penalties under PAGA.

Plaintiffs are represented by attorneys in the Action: Roman Shkodnik and Emma Geesaman of D.Law, Inc. and Thiago M. Coelho and Rachel J. Vinson of Wilshire Law Firm.

Boreal Ridge strongly denies violating any laws or failing to pay any wages, contends it complied with all applicable laws, and denies this Action is suitable for class and/or representative treatment.

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

So far, the Court has made no determination whether Boreal Ridge or Plaintiffs are correct on the merits or whether this Action is suitable for class or representative treatment. In the meantime, Plaintiffs and Boreal Ridge hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a settlement agreement and agreeing to ask the Court to enter a judgment ending the Action, Plaintiffs and Boreal Ridge have negotiated a proposed Settlement that is subject to the Court’s final approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Boreal Ridge does not admit any violations, concede the merit of any claims, or admit the Action is suitable for class and/or representative treatment. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Boreal Ridge has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) settlement is in the best interests of Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Boreal Ridge Will Pay \$ 855,400 as the Gross Settlement Amount (“Gross Settlement”). Boreal

Ridge has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Awards, Class Counsel fees and costs, the Administrator's costs, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Boreal Ridge will fund the Gross Settlement not more than 21 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court:
 - A. Up to \$285,133.33 (one-third (1/3) of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$30,000 for their litigation costs. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500 to each Plaintiff as a Class Representative Service Award for filing the Action (for a total of \$22,500), working with Class Counsel, and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$15,000 to the Administrator for services administering the Settlement.
 - D. Up to \$42,770 for PAGA penalties, allocated 65% to the LWDA and 35% to Individual PAGA Payments to Aggrieved Employees based on their Pay Periods during the PAGA Period.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Boreal Ridge are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and statutory penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Boreal Ridge will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

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

If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], 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 [REDACTED] Response Deadline. The Request for Exclusion should be a letter from the Class Member or Class Member's representative setting forth the Class Member's name, present address, telephone number, email address (if any), and a simple statement electing to be excluded from the Settlement. Class Members who opt out will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Boreal Ridge.

You cannot opt out of the PAGA portion of the Settlement. Class Members who opt out of the Class Settlement remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Boreal Ridge based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will not grant Final Approval of the Settlement or not enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Boreal Ridge have agreed that, in either case, the Settlement will be void, Boreal Ridge will not pay any money, and Class Members will not release any claims against Boreal Ridge.
8. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the "Administrator"), to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks and/or Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section IX of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Boreal Ridge has fully funded the Gross Settlement and separately paid all employer payroll taxes on the Wage Portion, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Boreal Ridge or related entities for wage and hour claims based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, release

Boreal Ridge and Boreal Ridge's parents, subsidiaries, owners, officers, directors, shareholders, managerial employees, attorneys, and agents ("Released Parties") from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint in the Action that are alleged to have occurred during the Class Period, including but not limited to, claims for failure to pay minimum wages, failure to pay straight time wages, failure to pay overtime, failure to provide meal periods, failure to provide rest breaks, failure to pay vacation, failure to properly provide or pay sick time, failure to reimburse, failure to keep records, failure to provide accurate itemized wage statements, failure to timely pay all earned wages during and at separation of employment, and unfair business practices, including under California Labor Code Sections 201, 202, 203, 2047, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 245, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, the California Wage Orders, and the UCL. Except as set forth in Section 10 of this Notice, 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, or workers' compensation or claims based on events occurring outside the Class Period.

10. Released PAGA Claims. After the Court's Judgment is final, and Boreal Ridge has paid the Gross Settlement and separately paid the employer-side payroll taxes on the Wage Portion, all Aggrieved Employees will be barred from asserting PAGA claims covered by this Settlement against Boreal Ridge, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Boreal Ridge or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Release is as follows:

All Aggrieved Employees are deemed to have released, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the claims waived, released, and discharged by Plaintiffs, as the representatives and/or agents of the State of California and the LWDA, as to the Released Parties, which are all claims for PAGA penalties arising during the PAGA Period that were alleged, or could reasonably have been alleged, based on the facts and allegations in the Operative Complaint and/or the PAGA Notices, including but not limited to, claims for failure to pay minimum wages, failure to pay straight time wages, failure to pay overtime, failure to provide meal periods, failure to provide rest breaks, failure to pay vacation, failure to properly provide or pay sick time, failure to reimburse, failure to keep records, failure to provide accurate itemized wage statements, failure to timely pay all earned wages during and at separation of employment.

IV. 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 \$14,969.50 by the total number of Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of Pay Periods you worked during the PAGA Period, if any, as recorded in Boreal Ridge's records, are stated on the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section IX 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 Boreal Ridge's calculation of Workweeks and/or Pay Periods based on Boreal Ridge's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Boreal Ridge's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

V. 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 (if any).
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.

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 IX of this Notice has the Administrator's contact information.

VI. HOW DO I OPT OUT OF THE CLASS SETTLEMENT?

To opt out of the Class Action 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 be excluded. Be sure to personally sign your request, identify the Action as *Young v. Boreal Ridge Corporation*, Case No. S-CV-0055093, and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits of your Social Security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **You must send your request to be excluded to the Administrator by [REDACTED], or it will be invalid.** Section IX of the Notice has the Administrator's contact information.

VII. 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 Plaintiffs and Boreal Ridge are asking the Court to approve. At least 16 days before the [redacted] Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair and states (i) the amount Class Counsel is requesting for attorneys' fees and litigation costs; and (ii) the amount Plaintiffs are requesting as Class Representative Service Awards. Upon reasonable request, Class Counsel (whose contact information is in Section IX 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 ([redacted] (url)) or the Court's website (<https://www.placer.courts.ca.gov/online-services/online-portal>).

A Participating Class Member who disagrees with any aspect of the Settlement or the Motion for Final Approval 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 [redacted].** 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 *Young v. Boreal Ridge Corporation*, Case No. S-CV-0055093, and include your name, current address, telephone number, and approximate dates of employment for Boreal Ridge and sign the objection. Section IX of this Notice has the Administrator's contact information.

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

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [redacted] at [redacted] in Department 40 of the Placer County Superior Court, located at 10820 Justice Center Drive, Roseville, CA 95678. At the hearing, the judge will decide whether to grant Final Approval of the 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 CourtCall (<https://www.placer.courts.ca.gov/online-services/remote-appearance-system/remote-civil-hearings>). Check the Court's website for the most current information.

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

IX. HOW CAN I GET MORE INFORMATION?

The settlement agreement sets forth everything Boreal Ridge and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the settlement agreement, the Judgment or any other settlement documents is to go to CPT Group, Inc.'s website at [redacted] (url).

You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court by going to the Online Portal (<https://www.placer.courts.ca.gov/online-services/online-portal>) and entering the Case Number for the Action, Case No. S-CV-0055093.

**DO NOT TELEPHONE THE COURT TO OBTAIN
INFORMATION ABOUT THE SETTLEMENT**

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Facsimile: (213) 381-9989

Settlement Administrator:

CPT Group, Inc.
Email Address:
Mailing Address:
Telephone:
Fax Number:

X. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

XI. 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.