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TOUCHSTONE CLIMBING INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

CHRISTINA PERKINS, on behalf of herself
and all others similarly situated,

Plaintiff,

vs.

TOUCHSTONE CLIMBING INC., a
California Corporation; and DOES 1 through
50, inclusive,
Defendants.

CASE NO. 23CV029864

Hon. Judge Patrick McKinney
Dept. 18

**JOINT STIPULATION OF SETTLEMENT
AND RELEASE OF CLASS AND PAGA
ACTION**

Action Filed: 3/23/2023
Trial Date: None set

This Class Action Settlement Agreement and Release of Claims is entered into by and between Plaintiff Christina Perkins ("Plaintiff"), individually and on behalf of all others similarly situated, and on behalf of the State of California, on the one hand, and Defendant Touchstone Climbing Inc. ("Defendant"), on the other, (collectively, "Parties") and is approved by the Parties' respective counsel of record, subject to the terms and conditions hereof and the Court's approval.

A. DEFINITIONS

1. "Action" or "Lawsuit" means and refers to the case entitled *Perkins v. Touchstone Climbing Inc.* Alameda County Superior Court, Case No. 23CV029864.

2. "Administrator" means and refers to ILYM Group, Inc., the third-party class action settlement administrator agreed to by the Parties, that will provide the Notice to the Class Members and distribute the settlement amounts as described in this Agreement.

3. "Administration Costs" means the costs payable from the Settlement Amount to the Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, and deposit of the employee and employer share of payroll taxes, unclaimed property due diligence, reporting and remittance obligations, distributing the Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Administration Costs shall be paid from the Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Administrator as being the maximum costs necessary to administer the Settlement.

4. "Aggrieved Employee(s)" means all current and former hourly-paid or non-exempt employees employed by Defendant in California at any time during the PAGA Period.

5. "Agreement" or "Settlement Agreement" or "Settlement" shall mean this Class Action and PAGA Settlement Agreement and Release of Claims.

6. "Class" is defined all current and former hourly-paid or non-exempt employees employed by Defendant in California at any time during the Class Period.

7. "Class Member(s)" refers to individual members of the Class.

8. "Class Counsel" refers to Shaun Setareh, Bradey Fagnani, Victoria Mas, and Victoria

Magali of Setareh Law Group.

9. "Class Data" means a complete list that Defendant will diligently and in good faith compile from its records and provide to the Administrator on one spreadsheet which shall include, for each Class Member, the individual's full name, last known address, Social Security Number, total Weeks Worked as a Class Member during the PAGA Period and the Class Period.

10. "Class Period" is deemed to be any time during the period of March 23, 2019, through the date the court grants preliminary approval, inclusive.

11. "Class Representative" or "Plaintiff" means and refers to Plaintiff Christina Perkins.

12. "Complaint" refers to the First Amended Complaint filed in the Action.

13. "Court" (or "Judge") means the California Superior Court, County of Alameda.

14. "Defendant" means and refers to Touchstone Climbing Inc.

15. "Defendant's Counsel" or "Defense Counsel" means and refers to Jade Butman of O'Hagan Meyer.

16. "Effective Date" means the latest of the following dates: (i) if no Class Member timely and properly intervenes, or files a motion to vacate the judgment approving the Settlement Agreement under Code of Civil Procedure § 663, then the date of the Court's Notice of Entry of Order regarding Final Approval of the Settlement; (ii) if a Class Member intervenes, or files a motion to vacate the judgment approving the Settlement Agreement, then sixty-one (61) calendar days following the date the Court enters an order granting Final Approval, assuming no appeal is filed; or (iii) if a timely appeal is filed, then the date of final resolution of that appeal or other collateral attack (including any requests for rehearing and/or petitions for *certiorari*), resulting in final judicial approval of the Settlement.

17. "Escalator Clause:" The GSA was calculated based on Defendant's estimated number of Class Members, Workweeks during the period from March 23, 2019, to December 3, 2025, and PAGA Pay Periods during the period from March 23, 2022, to December 3, 2025. If, during the course of this Settlement process, the total number of Workweeks during the Class Period exceeds 100,856 by more than 10% (i.e. if the total number of Workweeks during the Class Period is greater

1 than 110,942 Workweeks), then Defendant shall have the option of making a proportional increase
2 to the GSA or adjusting the release period so that the end date coincides with a time when only
3 110,942 workweeks will be released by the Class Members. For example, if the final number of
4 total Workweeks during the Class Period is 11% more than the estimated number of Workweeks in
5 the Class Period, then Defendant will have the option to either increase the GSA by 1% or to adjust
6 the end date of the release period to a date when the released Workweeks will be no greater than
7 110,942. These are material representations for the Parties to enter into this Settlement.

8 18. "Final Approval" refers to the order of the Court granting final approval of this
9 Settlement Agreement and entering a judgment approving this Agreement on substantially the terms
10 provided herein or as may be modified by subsequent agreement of the Parties.

11 19. "Individual Class Payment" refers to each Participating Class Member's share of the Net
12 Settlement Amount, as further discussed in Paragraph 49(c) below.

13 20. "Individual PAGA Payment" refers to each Aggrieved Employee's share of the PAGA
14 Penalties, as further discussed in Paragraph 49(h) below.

15 21. "Net Settlement Amount" is the Settlement Amount less the Attorneys' Fees and Costs
16 Award (defined in Paragraph 49(f) below), the Service Payment to the Class Representative as
17 awarded by the Court, the Administration Costs, and PAGA Penalties.

18 22. "Notice" means the notice of proposed class and PAGA action settlement mutually
19 agreed upon by the Parties and approved by the Court that will be sent to the Class Members, and
20 which will advise each Class Member of the settlement and their estimated Individual Class
21 Payment and Individual PAGA Payment and will further advise of the setting of a Final Approval
22 Hearing, substantially in the form attached hereto as **Exhibit A**.

23 23. "Response Deadline" is 30 calendar days from the date the Notice is mailed to the Class
24 Members.

25 24. "Objecting Class Member" means a Class Member, other than Plaintiff, who submits a
26 valid and timely objection to the terms of this Agreement, pursuant to Paragraph 70(c) below.

27 25. "PAGA Penalties" means the amount that the Parties have agreed to pay to the Labor
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1 and Workforce Development Agency ("LWDA") in connection with the California Labor Code
2 Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA"), as well as the
3 Individual PAGA payment allocated to each Aggrieved Employee.

4 26. "PAGA Period" is deemed to be any time during the period of March 23, 2022, through
5 the date the court grants preliminary approval, inclusive.

6 27. "Participating Class Member" means any and all Class Members who are deemed to
7 participate and receive an Individual Class Payment and do not opt-out by submitting timely and
8 valid Requests for Exclusion.

9 28. "Parties" means Plaintiff and Defendant, collectively.

10 29. "Preliminary Approval Date" means the date the Court approves the Settlement
11 Agreement and enters the Preliminary Approval Order.

12 30. "Preliminary Approval Order" means the judicial Order to be entered by the Court, upon
13 the application or motion of the Plaintiff, preliminarily approving this Settlement and providing for
14 the issuance of the Notice to the Class, an opportunity to opt out of the Settlement, an opportunity
15 to submit timely objections to the Settlement, and setting a final approval hearing on the fairness of
16 the terms of Settlement, including approval of Attorneys' fees and costs. Provided that the motion
17 is consistent with the terms herein, Defendant will not object to Plaintiff's motion for preliminary
18 approval but will be provided with an opportunity to review and comment upon the motion before
19 it is filed.

20 31. "QSF" means the Qualified Settlement Fund set up by the Administrator for the benefit
21 of the Participating Class Members and Aggrieved Employees, and from which the settlement
22 payments shall be made.

23 32. "Released Class Claims" or "Class Claims" by the Participating Class Members upon
24 Final Approval of the Settlement will include the claims stated in the Complaint and those claims
25 that reasonably could have been brought based upon the facts in the Complaint, including but not
26 limited to: (a) failure to provide meal periods (California Labor Code sections 204, 223, 226.7, 512
27 and 1198); (b) failure to provide rest periods (California Labor Code sections 204, 223, 226.7 and
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1 1198); (c) failure to pay hourly wages (California Labor Code sections 223, 510, 1194, 1194.2,
2 1197, 1197.1 and 1198); (d) failure to indemnify (California Labor Code section 2802); (e) failure
3 to provide accurate written wage statements (California Labor Code section 226); (f) unfair
4 competition (California Business and Professions Code section 17200, et seq.); (g) civil penalties
5 pursuant to the Private Attorneys General Act ("PAGA") (California Labor Code sections 2698, et
6 seq.); and, (h) all other claims for penalties based on the facts or claims alleged in the Complaint
7 and those claims that reasonably could have been brought upon the facts of the Complaint. The
8 Released Class Claims include but are not limited to claims pursuant to California Labor Code
9 sections 201, 202, 203, 204, 223, 226, 226.7, 227.3, 510, 512, 1194, 1197, 1197.1, 1198, 1199,
10 2698, et seq., and 2802; the applicable IWC Wage Order; Cal. Code of Regs., Tit. 8, section 11100;
11 and Business and Professions Code sections 17200, et seq.; and Code of Civil Procedure section
12 1021.5. The time period governing the Released Class Claims shall be the Class Period.

13 33. "Released PAGA Claims" or "PAGA Claims" means any and all PAGA claims that
14 Plaintiff alleged against the Released Parties, on behalf of the Aggrieved Employees and the State
15 of California, based on the facts stated in the Complaint and in the relevant LWDA notice letters,
16 including without limitation all PAGA claims seeking civil penalties premised upon: (a) failure to
17 provide meal periods (California Labor Code sections 204, 223, 226.7, 512 and 1198); (b) failure to
18 provide rest periods (California Labor Code sections 204, 223, 226.7 and 1198); (c) failure to pay
19 hourly wages (California Labor Code sections 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198); (d)
20 failure to indemnify (California Labor Code section 2802); (e) failure to provide accurate written
21 wage statements (California Labor Code section 226); (f) unfair competition (California Business
22 and Professions Code section 17200, et seq.); (g) all other claims for civil penalties pursuant to the
23 Private Attorneys General Act ("PAGA") (California Labor Code sections 2698, et seq.); and, (h)
24 all other claims for statutory penalties based on the facts or claims alleged in the Complaint and
25 those claims that reasonably could have been brought upon the facts of the Complaint. The Released
26 PAGA Claims include but are not limited to claims pursuant to California Labor Code sections 201,
27 202, 203, 204, 223, 226, 226.7, 227.3, 510, 512, 1194, 1197, 1197.1, 1198, 1199, 2698, et seq., and
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2802; the applicable IWC Wage Order; Cal. Code of Regs., Tit. 8, section 11100; and Business and Professions Code sections 17200, et seq.; and Code of Civil Procedure section 1021.5. The time period governing the Released PAGA Claims shall be any time during the PAGA Period.

34. "Released Parties" means Defendant and its parents, subsidiaries, predecessors or successors by merger or otherwise, directors, owners, shareholders, officers, agents, attorneys, servants, joint employers and employees, past and present, and each of them and anyone acting in concert with foregoing.

35. "Release" shall mean the release and discharge of (1) the Released Class Claims by Plaintiff and all Participating Class Members and their assignees; and, (2) the Released PAGA Claims by Plaintiff on behalf of the Aggrieved Employees and the State of California.

36. "Release Period" shall be the time period governing the Released Class Claims, which shall be the same as the Class Period.

37. "Request for Exclusion" shall have the meaning ascribed to it in Paragraph 70(a) below.

38. "Service Payment" or "Service Award" means the amount approved by the Court to be paid to Class Representative in addition to their Individual Class Payment as a Participating Class Member and Individual PAGA Payment as an Aggrieved Employee.

39. "Gross Settlement Amount" or "GSA" is \$1,000,000.00, subject to increase only as to the Escalator Clause. With the exception of employer-side payroll taxes, the Settlement Amount shall be used to satisfy all of Defendant's liabilities arising from the Lawsuit and Settlement, which is inclusive of payments to the Participating Class Members, PAGA Penalties to the State and Aggrieved Employees, attorneys' fees and litigation costs, third party administrator ("Settlement Administrator") costs, service enhancement to the Class Representative, and interest. Defendant shall be required to separately pay the employers' share of payroll taxes due on the wage portion of the Individual Settlement Payments to the Participating Class Members, as further discussed in Paragraph 48(a) below. Defendant shall fund the GSA and the amounts necessary to fully pay Defendant's share of payroll taxes in three installments over the course of one year. The first payment of 50% of the GSA (\$500,000) shall be paid within 14 days after notice of entry of

1 judgment on an order granting final approval of this Settlement and that judgment is final, with the
2 judgment being final as of the latest of the following occurrences: (a) if no participating Class
3 Member objects to the Settlement, the day the Court enters judgment; (b) if one or more participating
4 Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from
5 the judgment; or (c) if a timely appeal from the judgment is filed, the day after the appellate court
6 affirms the judgment and issues a remittitur. The second payment of 25% of the GSA (\$250,000)
7 shall be paid within 6 months of the first payment. The third and final payment of 25% of the GSA
8 (\$250,000) shall be paid within 6 months of the second payment.

9 40. "Work Weeks" or "Weeks Worked" in the context of a Class Member means any and all
10 work weeks during the Class Period during which the Class Member worked at least one day in
11 California for Defendant. Likewise, in the context of Aggrieved Employees, it means any and all
12 weeks worked during the PAGA Period during which the Aggrieved Employee worked at least one
13 day in California for Defendant.

14 **B. GENERAL TERMS**

15 41. On March 23, 2023, Plaintiff Perkins submitted her Notice Letter to the LWDA and
16 Defendant in connection with the alleged PAGA violations.

17 41.a. On March 23, 2023, Plaintiff Perkins filed a putative class action complaint against
18 Defendant in Alameda County Superior Court, alleging putative class claims, including: (a) failure
19 to provide meal periods (California Labor Code sections 204, 223, 226.7, 512 and 1198); (b) failure
20 to provide rest periods (California Labor Code sections 204, 223, 226.7 and 1198); (c) failure to pay
21 hourly wages (California Labor Code sections 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198); (d)
22 failure to indemnify (California Labor Code section 2802); (e) failure to provide accurate written
23 wage statements (California Labor Code section 226); and (f) unfair competition (California
24 Business and Professions Code section 17200, et seq.)

25 42. On July 18, 2023, after the LWDA declined to assert jurisdiction over the PAGA claims,
26 Plaintiff filed the operative First Amended Complaint, adding an additional claim for civil penalties
27 pursuant to the Private Attorneys General Act ("PAGA") (California Labor Code sections 2698, et
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1 seq.).

2 43. Defendant denies Plaintiff's claims and allegations and contends that the Action is not
3 suitable for class certification.

4 44. The Class Representative believes she can proceed with the representative and class
5 claims, that the Action is meritorious, and that class certification is appropriate.

6 45. The Parties have conducted a thorough investigation into the facts of the Action. This
7 includes conducting an extensive exchange of informal discovery, including all payroll and
8 timekeeping records for Class Members from the beginning of the Class Period until a date
9 immediately preceding the mediation. Class Counsel is both knowledgeable about and has done
10 extensive research with respect to the applicable law and potential defenses to the claims of the
11 Class. Class Counsel has diligently pursued an investigation of the Class Members' claims against
12 Defendant. Based on the foregoing data and on their own independent investigation and evaluation,
13 Class Counsel is of the opinion that the settlement with Defendant for the consideration and on the
14 terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best
15 interest of the Class Members in light of all known facts and circumstances, including the risk of
16 significant delay and uncertainty associated with litigation, various defenses asserted by Defendant,
17 and numerous potential appellate issues.

18 46. On December 3, 2025, Plaintiff and Defendant participated in a full-day mediation with
19 Michael Young, a well-respected wage-and-hour mediator. At the conclusion of mediation,
20 extensive arms-length negotiations, and after issuance of a mediator's proposal, the Parties reached
21 an agreement and entered into this Settlement. The Parties entered into a Memorandum of
22 Understanding on February 10, 2026, memorializing the material terms of the Settlement
23 ("Memorandum of Understanding").

24 47. The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts to be
25 performed or judgment to be entered pursuant to the terms of the Settlement and Agreement, shall
26 be construed as an admission by Defendant of any wrongdoing or violation of any statute or law or
27 liability on the claims or allegations in the Action.
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48. Stipulation for Class Certification. For settlement purposes only, Defendant will stipulate that the Participating Class Members may be conditionally certified as a Class. This stipulation to certification is in no way an admission that class action certification is proper and shall not be admissible in this or in any other action except for the sole purposes of enforcing this Agreement. Should, for whatever reason, the Court fail to issue Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in connection with, the issue of whether certification would be appropriate in a non-settlement context. Defendant expressly reserves its rights and declares that it would continue to oppose class certification and the substantive merits of the case should the Court fail to issue Final Approval. Plaintiff expressly reserves her rights and declares that she will continue to pursue class certification and a trial should the Court fail to issue Final Approval.

C. TERMS OF SETTLEMENT

49. The financial terms of the Settlement are as follows:

(a) Settlement Amount: The Parties agree to settle this Action for the Settlement Amount, which will increase only if the Escalator Clause described at Paragraph 17 of this Agreement is implicated. Defendant also will be obliged to separately pay the employer's share of payroll taxes owed on the wage portion of the Individual Class Payments. Other than the employer's share of payroll taxes, the Settlement Amount is the maximum amount that will be paid by Defendant (subject to increase only if the Escalator Clause is implicated) and includes Individual Class Payments, Class Counsel's Attorneys' Fees and Costs Award, the Service Payment to the Class Representative, Administration Costs, and PAGA Penalties.

(b) Net Settlement Amount: The Net Settlement Amount shall be paid to Participating Class Members in full. If the Court reduces the Attorneys' Fees and Costs Award, Service Award, or Administration Costs, or either increases or decreases the amount allocated to the PAGA Penalties, the difference shall be placed in the Net Settlement Amount and allocated to the Participating Class Members.

1 (c) Calculation of Individual Class Payments: The Individual Class Payment for each
2 Class Member will be calculated by the Administrator using the Class Data provided by
3 Defendant as follows. Compensable work weeks will be all Weeks Worked by the Class
4 Members during the Class Period. The dollars per compensable work week will be calculated
5 by dividing the total Weeks Worked by Class Members into the Net Settlement Amount to
6 determine a per workweek value ("Work week Value"). The Workweek Value will be
7 multiplied by the number of Weeks Worked by a Participating Class Member during the
8 Class Period to determine the distribution for a Participating Class Member. If there are any
9 timely submitted Requests for Exclusion, the Administrator shall proportionately increase
10 the Individual Class Payments for each Participating Class Member so that the amount
11 actually distributed to Participating Class Members equals 100% of the Net Settlement
12 Amount.

13 (d) Allocation of Individual Class Payments: The Individual Class Payments to
14 Participating Class Members will be allocated as follows: 20% will be allocated as wages
15 subject to withholding of all applicable local, state and federal taxes; and, 80% will be
16 allocated for all other non-wage claims (pursuant to, e.g., Labor Code section 2802),
17 statutory penalties (pursuant to, e.g., California Labor Code sections 203, 210, 226), and
18 interest from which no taxes will be withheld. The Administrator will issue to each
19 Participating Class Member an Internal Revenue Service Form W-2 and comparable state
20 forms with respect to the wage allocation and a Form 1099 with respect to the allocations to
21 non-wage claims, penalties and interest.

22 (e) Service Payment to Class Representative: The amount, if any, awarded to the
23 Class Representative as a Service Payment will be set by the Court in its discretion, not to
24 exceed \$5,000, in exchange for the service that Plaintiff performed on behalf of the Class.
25 Defendant agrees not to oppose this request. The Service Payment to the Class
26 Representative will be paid out of the Settlement Amount. The Class Representative will be
27 issued an IRS Form 1099 in connection with this payment and shall be solely and legally
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1 responsible to pay all applicable taxes on this payment. The Parties agree that any amount
2 awarded as the Service Payment to the Class Representative less than the requested amount
3 shall not be a basis for Class Counsel to void this Settlement Agreement. Should the Court
4 approve a lesser amount for the Service Payment, the difference shall be added to the Net
5 Settlement Amount to be distributed to the Participating Class Members.

6 (f) Attorneys' Fees and Costs Award: Defendant will not oppose an application to
7 the Court for payment to Setareh Law Group ("Plaintiff's Counsel") in the amount of up to
8 one-third (1/3) of the Gross Settlement Amount for attorneys' fees, currently estimated at
9 Three Hundred Thirty-Three Thousand, Three Hundred and Thirty-Three Dollars and
10 Thirty-Three Cents (\$333,333.33) ("Plaintiff's Counsel's Fees"), plus reimbursement for
11 reasonable costs and expenses incurred by Plaintiff's Counsel ("Plaintiff's Counsel's
12 Costs"). Any portion of Plaintiff's Counsel's Fees and/or Plaintiff's Counsel's Costs which
13 are not approved by the Court will revert to the Net Settlement Amount. Defendant agrees to
14 not oppose a request by Class Counsel for reasonable litigation costs not to exceed \$20,000.
15 Defendant agrees not to oppose any contention by Class Counsel that attorneys' fees should
16 be based on the common fund theory. The Attorney's Fee and Cost Award shall be paid from
17 the Settlement Amount, and, except for this award, Defendant shall have no further
18 obligation to pay any attorneys' fees, costs, or expenses to Class Counsel. Should the Court
19 approve a lesser amount than what is sought by Class Counsel, the difference shall be added
20 to the Net Settlement Amount to be distributed to the Participating Class Members. Any
21 Court order awarding less than the amount sought by Class Counsel shall not be grounds to
22 rescind the Settlement Agreement or otherwise void the Settlement. The Administrator shall
23 issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs
24 awarded by the Court.

25 (g) Administration Costs: The fees and other charges of the Administrator will be
26 paid from the Settlement Amount, not to exceed \$ 14,000 unless (1) the Escalator Clause is
27 triggered (whereby any reasonable increase in Administration Costs shall be paid from the
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1 increased Settlement Amount, subject to Court approval), or (2) as otherwise approved by
2 all Parties and the Court.

3 (h) PAGA Penalties: The Parties agree that \$100,000 is allocated to PAGA Penalties,
4 and is to be paid from the Settlement Amount, subject to Court approval. Of this amount,
5 \$75,000 (75%) shall be paid to the LWDA in satisfaction of civil penalties under the Private
6 Attorneys General Act of 2004 ("PAGA") and \$25,000 (25%) will form the Individual
7 PAGA Payments to the Aggrieved Employees, which shall be calculated and allocated pro-
8 rata on a Work Week basis, which will be treated entirely as civil penalties and shall be
9 reported as required on an IRS Form 1099. Class Counsel shall give proper notice to the
10 LWDA of the Settlement.

11 (i) Tax Liability: Class Counsel and Defendant make no representations as to the tax
12 treatment or legal effect of settlement amounts called for hereunder, and Plaintiff and the
13 Class Members are not relying on any statement or representation by Class Counsel or
14 Defendant in this regard. Plaintiff, Participating Class Members, and Aggrieved Employees
15 understand and agree that they will be solely responsible for the payment of any taxes and
16 penalties assessed on their respective Individual Class Payments and Individual PAGA
17 Payments, described herein. Forms 1099 will be distributed in the manner required by the
18 Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement. If the
19 Code, the regulations promulgated thereunder, or other applicable tax law, is changed after
20 the date of this Agreement, the processes set forth in this Section may be modified in a
21 manner to bring Defendant into compliance with any such changes. Plaintiff, Participating
22 Class Members, and Aggrieved Employees understand and agree that they will be solely
23 responsible for the payment of any taxes and penalties assessed on their respective payments
24 described herein.

25 (j) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS AGREEMENT (FOR
26 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH
27 PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY,
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(AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

(k) "Non-Reversionary" Settlement. This is a "non-reversionary" settlement. Under no circumstances will any portion of the Settlement Amount revert to Defendant. Participating Class Members and Aggrieved Employees will not have to make a claim in order to receive an Individual Class Payment or Individual PAGA Payment. Distributions, in the form of Individual Class Payment or Individual PAGA Payments will be made directly

1 to each Participating Class Member and Aggrieved Employee. The Administrator shall be
2 responsible for accurately and timely reporting and remittance obligations with respect to
3 unclaimed funds as a result of a Participating Class Member and/or Aggrieved Employee
4 not cashing any checks delivered pursuant to the Settlement by the check cashing deadline,
5 as set forth herein.

6 (I) Class Counsel and Plaintiff believe that the Settlement is fair and reasonable and
7 will so represent same to the Court.

8 **D. RELEASE BY PARTICIPATING CLASS MEMBERS**

9 50. Upon entry of the Final Approval Order and Defendant's funding of the Settlement
10 Amount and the required employer-side payroll taxes, and except as to such rights or claims as may
11 be created by this Agreement, Plaintiff and the Participating Class Members will forever completely
12 release and discharge the Released Parties from the Released Class Claims for the Class Period.

13 51. Each Participating Class Member will be deemed to have made the foregoing Release as
14 if by manually signing it.

15 52. Class Representative, on behalf of herself and the Class, acknowledges and agrees that
16 the claims for unpaid wages and untimely payment of wages in the Action are disputed, and that the
17 payments set forth herein constitute payment of all sums allegedly due to her. Class Representative,
18 on behalf of herself and the Class, acknowledges and agrees that Labor Code § 206.5 is not
19 applicable to the Parties or Settlement. Labor Code § 206.5 provides in pertinent part as follows:
20 "An employer shall not require the execution of any release of any claim or right on account of
21 wages due, or to become due, or made as an advance on wages to be earned, unless payment of
22 those wages has been made."

23 **E. RELEASE OF PAGA CLAIMS**

24 53. Upon entry of the Final Approval Order and Defendant's funding of the Settlement
25 Amount and the required employer-side payroll taxes, Plaintiff – in her individual capacity and on
26 behalf of the State of California and LWDA – shall completely release and discharge the Released
27 Parties from the Released PAGA Claims for the PAGA Period.
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1 54. Regardless of submitting a valid Request for Exclusion, neither Plaintiff nor any
2 Aggrieved Employee shall have the right to opt-out or otherwise exclude themselves from releasing
3 the Released PAGA Claims.

4 55. It is the intent of the Parties that the Final Approval Order shall have full equitable and
5 collateral estoppel and res judicata effect to the fullest extent permitted by law.

6 **F. RELEASE BY PLAINTIFF AND CLASS REPRESENTATIVE**

7 56. Class Representative does hereby, for herself and her spouse, heirs, successors,
8 beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians,
9 personal representatives, and assigns forever and completely release and discharge the Released
10 Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements,
11 controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and
12 expenses (including back wages, statutory penalties, civil penalties, liquidated damages, exemplary
13 damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the beginning of time
14 through the execution of this Agreement, whether known or unknown, suspected or unsuspected,
15 including but not limited to all claims arising out of, based upon, or relating to Class
16 Representative's employment with Defendant or the remuneration for or termination of such
17 employment (the "Class Representative's Claims").

18 57. Without limiting the generality of the foregoing, this general release by Plaintiff includes
19 all federal, state and local statutory claims, federal and state common law claims (including but not
20 limited to those for contract, tort and equity), including without limitation the Americans with
21 Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964
22 (as amended), 42 USC sec. 1981, 42 USC sec. 1983, the Fair Labor Standards Act, the Employment
23 Retirement Security Income Act of 1974, the California Constitution, the California Fair
24 Employment and Housing Act, the California Unfair Competition Act (California Business and
25 Professions Code section 17200 et seq.), and the California Labor Code.

26 58. Plaintiff agrees that there is a risk that any injury that he or she may have suffered by
27 reason of the Released Parties' relationship with him might not now be known, and there is a further
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1 risk that said injuries, whether known or unknown at the date of this Settlement Agreement, might
2 possibly become progressively worse, and that as a result thereof further damages may be sustained.
3 Nevertheless, Plaintiff agrees to forever and fully release and discharge the Released Parties, and
4 understands that by the execution of this Settlement Agreement no further claims for any such
5 injuries that existed at the time of the execution of this Settlement Agreement may ever be asserted
6 by Plaintiff with respect to claims arising in the time period from the beginning of time to the
7 execution of this Settlement Agreement.

8 59. Plaintiff expressly waives and relinquish all rights and benefits afforded by Section 1542
9 of the Civil Code of the State of California and does so understanding and acknowledging the
10 significance of the waiver of Section 1542. Section 1542 of the Civil Code of the State of California
11 states:

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

17 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and
18 complete release and discharge of all parties, Class Representative expressly acknowledges that this
19 Settlement Agreement is intended to include in its effect, without limitation, all claims that Class
20 Representative knew of, as well as all claims that she does not know or suspect to exist in her favor
21 against the Released Parties, or any of them, for the time period from the beginning of time to the
22 execution of this Settlement Agreement, and that this Settlement Agreement contemplates the
23 extinguishment of any such Class Representative's Claims. Notwithstanding the above, the general
24 release by Class Representative shall not extend to claims for workers' compensation benefits,
25 claims for unemployment benefits, claims for state disability benefits, or other claims that may not
26 be released by law.

27 G. INTERIM STAY OF PROCEEDINGS

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60. Pending completion of all of the prerequisites necessary to effectuate this Settlement, the Parties agree, subject to Court approval, to a stay of all proceedings in the Action effective as of the date the Parties entered into that Memorandum of Understanding dated February 10, 2026, except such as is necessary to effectuate the Settlement.

H. NOTICE PROCESS

61. Appointment of Administrator. The Parties have agreed to the appointment of the Administrator to perform the duties of a settlement administrator, including mailing the Notice, using standard devices to obtain forwarding addresses, independently reviewing and verifying documentation associated with any claims or opt-out requests, resolving any disputes regarding the calculation or application of the formula for determining the Individual Class Payment and Individual PAGA Payments, drafting and mailing the settlement checks to Participating Class Members and Aggrieved Employees, issuing all necessary tax forms, and performing such other tasks as set forth herein or as the Parties mutually agree or that the Court orders.

62. Disputes Regarding Administration. Any and all disputes relating to administration of the Settlement by the Administrator (except for disputes regarding Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Agreement, until Plaintiff and Defendant notify the Court that all payments and obligations contemplated by this Agreement have been fully carried out. Prior to presenting any issue to the Court, counsel for the Parties will confer in good faith to resolve the dispute without the necessity of Court intervention. The Administrator shall also be responsible for issuing to Plaintiff, Participating Class Members, and Aggrieved Employees, and Class Counsel any Tax Forms as may be required by law for all amounts paid pursuant to this Agreement.

63. Class Data. Within fourteen (14) days after entry of the Preliminary Approval Order, Defendant shall provide the Class Data to the Administrator. The Administrator will run a check of the Class Members' addresses against those on file with the U.S. Postal Service's National Change of Address List. The Class Data provided to the Administrator will remain confidential and will not be used or disclosed to anyone, except as required by applicable tax authorities, pursuant to

1 Defendant's express written consent, or by order of the Court. Although Class Counsel will not be
2 provided with the list of Class Data, nothing herein shall prevent Class Counsel from communicating
3 with Class Members regarding the Action and Settlement.

4 64. Total Workweeks. At least 5 days prior to mailing the Notice, the Administrator shall
5 provide an anonymized spreadsheet to Class Counsel and Defense Counsel containing a preliminary
6 calculation of all payments to be paid from the Settlement Amount, including the estimated
7 Individual Class Payments to each Class Member and Individual PAGA Payments to each
8 Aggrieved Employee. Under no circumstances will personally identifiable information (including
9 names, addresses, account numbers and social security numbers) be disclosed to Class Counsel. The
10 information will be anonymized, and a person's name shall be redacted and a control number used
11 in place of the name. In the event that the total Workweeks worked by all Class Members triggers
12 the Escalator Clause, the Administrator shall notify the Parties of the increased Settlement Amount,
13 and related increased payments from the Settlement Amount, including increased Attorneys' Fees
14 and Costs and any increased Administration Costs, all of which shall be subject to Court approval.

15 65. Notice. The Notice, as approved by the Court, shall be sent by the Administrator to the
16 Class Members, by first class mail, in English, within ten (10) calendar days following the
17 Administrator's receipt of the Class Data. The Administrator shall use standard devices, including
18 a skip trace, to obtain forwarding addresses of Class Members if any envelopes are returned.

19 66. Returned Notice Packets. The Administrator will take steps to ensure that the Notice is
20 received by all Class Members, including utilization of the National Change of Address Database
21 maintained by the United States Postal Service to review the accuracy of and, if possible, update a
22 mailing address. Notices will be re-mailed to any Class Member for whom an updated address is
23 located within ten (10) calendar days following both the Administrator learning of the failed mailing
24 and its receipt of the updated address. The Notice shall be identical to the original Notice, except
25 that it shall notify the Class Member that the exclusion (opt-out) request or objection must be
26 returned by the later of the Response Deadline or fifteen (15) days after the re-mailing of the Notice.

27 67. Presumption Regarding Receipt of Notice. It will be conclusively presumed that if an
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envelope has not been returned to Administrator by the Response Deadline that the Class Member received the Notice.

68. Disputes Regarding Class Data. Class Members are deemed to participate in the Settlement unless they opt-out, and Aggrieved Employees may not opt out of the Released PAGA Claims. The Notice will inform Class Members of their estimated Individual Class Payment and Individual PAGA Payment, as well as the number of weeks they worked during the Class Period and the PAGA Period. Class Members may dispute their Weeks Worked if they feel they should be credited with more Weeks Worked in the Class Period and/or PAGA Period in California than Defendant's records show by timely submitting evidence to the Administrator. Defendant's records will be presumed determinative absent reliable evidence to rebut Defendant's records, but the Administrator will evaluate the evidence submitted by the Class Member and provide the evidence submitted to Class Counsel and Defense Counsel who agree to meet and confer in good faith about the evidence to determine the Class Member's actual number of Work Weeks and estimated Individual Class Payment and Individual PAGA Payment. If Class Counsel and Defense Counsel are unable to agree, they agree to submit the dispute to the Court to render a final decision. Class Members and Aggrieved Employees will have until the Response Deadline to dispute Weeks Worked, object or opt out, unless extended by the Court.

69. Declaration of Due Diligence. The Administrator shall provide counsel for the Parties, at least twenty-five (25) days prior to the final approval hearing, a declaration of due diligence and proof of mailing with regard to the mailing of the Notice.

70. Class Members' Rights. Each Class Member will be fully advised of the Settlement, the ability to object to the settlement, and the ability to opt-out or request exclusion from the Class Claims portion of the Settlement. The Notice will inform the Class Members of the Court-established deadlines for filing objections or requesting exclusion from the Settlement in accordance with the following guidelines:

(a) Requests for Exclusion from Class. Any Class Member, other than Plaintiff, may request to be excluded from the Class by submitting a "Request for Exclusion" to the

1 Administrator, postmarked on or before the Response Deadline. The Request for Exclusion
2 should state:

3 "I WISH TO BE EXCLUDED FROM THE CLASS IN THE *PERKINS v.*
4 *TOUCHSTONE CLIMBING INC.* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE
5 EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE MY
6 INDIVIDUAL CLASS PAYMENT FROM THIS LAWSUIT." To be valid, any Request for
7 Exclusion must include the full name, address, telephone number, last four digits of the
8 social security number or date of birth, and signature of the Class Member requesting
9 exclusion. The Request for Exclusion must be returned by mail to the Administrator at the
10 specified address set forth in the Notice. Any such Request must be made in accordance with
11 the terms set forth in the Notice. A Request for Exclusion will be timely only if postmarked
12 by the Response Deadline, unless the Parties otherwise agree in writing. Any Class Member
13 who timely requests exclusion in compliance with these requirements: (i) will not have any
14 rights under this Agreement, including the right to object, appeal or comment on the
15 Settlement; (ii) will not be entitled to receive the Individual Class Payment under this
16 Agreement; and (iii) will not be bound by this Agreement, or the Judgment. Any Class
17 Member who is an Aggrieved Employee who requests timely exclusion will still be subject
18 to the Released PAGA Claims to the fullest extent permitted by law and receive an Individual
19 PAGA Payment. All Parties and their counsel, including Defendant's respective members,
20 member managers, owners, officers, and directors, shall not encourage or solicit opt-outs or
21 objections, directly or indirectly, through any means.

22 (b) Binding Effect on Participating Class Members. All Participating Class Members
23 will: (i) be bound by the terms and conditions of this Agreement, the Judgment, and the
24 releases set forth herein; and (ii) except as otherwise provided herein, will be deemed to have
25 waived all objections and oppositions to the fairness, reasonableness, and adequacy of the
26 Settlement.

27 (c) Objections to Settlement. Any Class Member, other than Plaintiff, who do not
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1 submit a valid and timely Request for Exclusion may object to the terms of this Agreement.
2 To object, a Class Member shall inform the Administrator, in writing, of their objection
3 which must be postmarked by the Response Deadline at the address set forth in the Notice.
4 Such objection shall include the Objecting Class Member's full name, address, telephone
5 number, last four digits of the social security number or date of birth, signature, and dates of
6 employment with Defendant, in addition to the case name and number, the basis for the
7 objection, including any legal support and each specific reason in support of the objection,
8 as well as any documentation or evidence in support thereof, and, if the Objecting Class
9 Member is represented by counsel, the name and address of their counsel. The Administrator
10 shall provide objections, if any, to Class Counsel and Defense Counsel within three (3)
11 calendar days of receipt, and the Administrator shall attach the same to its declaration of due
12 diligence and file with the Court prior to the Final Approval Hearing. An Objecting Class
13 Member remains eligible to receive monetary compensation from the Settlement. Plaintiff
14 and Defendant shall not be responsible for any fees, costs, or expenses incurred by an
15 Objecting Class Member and/or their counsel related to any objections to the Settlement.
16 Submitting an objection does not preserve the right to appeal a final judgment. Rather, the
17 right to appeal is preserved by becoming a party of record by timely and properly intervening
18 or filing a motion to vacate the judgment under Code of Civil Procedure § 663.

19 (d) Failure to Object. Any Class Member who does not timely and properly become
20 a party of record by intervening or filing a motion to vacate the judgment waives any and all
21 rights to appeal from the Judgment, including all rights to any post-judgment proceeding and
22 appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion
23 under California Code of Civil Procedure section 473, and extraordinary writs.

24 (e) Responses to Objections. Counsel for the Parties may file a response to any
25 objections submitted by an Objecting Class Member at least five (5) court days before the
26 date of the Final Approval Hearing.

27 (f) Class Members will have until the Response Deadline to object or submit a
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1 Request for Exclusion to the Administrator by U.S. Mail. The Administrator shall disclose
2 jointly to Class Counsel and Defense Counsel what objections or Requests for Exclusion
3 were timely submitted on a weekly basis, and upon the request of Class Counsel or Defense
4 Counsel.

5 71. Defendant's Option to Terminate. If ten or more Class Members submit requests for
6 exclusion, Defendant, at its sole option, may nullify the Settlement within fifteen (15) calendar days
7 of learning that 10 or more of the Class Members timely and properly requested exclusion from the
8 Settlement. Defendant shall bear all related expenses, including any applicable settlement
9 administrator fees.

10 72. Funding of the Settlement Amount. Defendant shall fund the Settlement Amount in three
11 payments as described in paragraph 39 of this Agreement. The first payment (plus the employer's
12 share of the payroll tax obligations owed on the entire Settlement Amount) will be due to the
13 Settlement Administrator within 15 days after the Effective Date. The second payment will be due
14 six months later; and, the third and final payment will be due six months after the second payment.

15 73. Acceleration Clause. In the event that Defendant fails to make any payments outlined
16 above within 7 calendar days of the respective due date, Class Counsel shall send a notice of default
17 to Defense Counsel. Defendant will then have seven (7) calendar days after issuance of the notice
18 of default to cure and bring all payments up to the current required amount. If Defendant fails to
19 timely cure the late payment, all remaining balances shall immediately become due and payable.

20 74. Distribution of Funds.

21 (a) No later than ten (10) calendar days after the receipt of the first payment of \$500,000
22 referenced in Paragraphs 39 and 72 above, the Settlement Administrator will issue the payment to
23 Class Counsel for the Attorneys' Fees and Costs Award, the Service Payment to the Class
24 Representative, the payment to the LWDA for PAGA Penalties, and will pay itself the Settlement
25 Administration Costs according to the percentages and/or amounts set forth herein.

26 (b) No later than ten (10) calendar days after the receipt of the second payment of \$250,000
27 referenced in Paragraphs 39 and 72 above, the Settlement Administrator will issue 50% of each
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Individual Class Payment to the Participating Class Members.

(c) No later than ten (10) calendar days after the receipt of the third and final payment of \$250,000 referenced in Paragraphs 39 and 72 above, the Settlement Administrator will issue the remaining 50% of each Individual Class Payment to the Participating Class Members, and the entire Individual PAGA Payment to each Aggrieved Employee for PAGA Penalties.

75. Deadline for Cashing Settlement Checks. Participating Class Members and Aggrieved Employees shall have 180 calendar days after mailing by the Settlement Administrator to cash each settlement check. If a check is not cashed within the 180-day period, the check will be voided, and a stop-payment will be issued. If the first installment is not cashed within 180 days, the Settlement Administrator will hold the funds in trust, pending a request by the recipient to have the payment reissued. However, once 180 days has passed after the second and final check is mailed to the Participating Class Members and Aggrieved Employees, the Settlement Administrator shall issue all unclaimed funds (from both installments) to the California State Controller's Office in the name of the Participating Class Member or Aggrieved Employee, unless practice and precedent in the Alameda courts requires the funds to go to a *cy pres* recipient. In that case, the Parties agree that Legal Aid Foundation of Los Angeles is an appropriate *cy pres* recipient, as and if necessary. The Release will be binding upon all Participating Class Members and Aggrieved Employees even if they do not cash their checks within the 180-day period. In the event that any settlement check is returned to the Settlement Administrator within 180 days of mailing, the Settlement Administrator will, within five (5) business days of receipt of the returned settlement check, perform a skip trace to locate the individual, and notify Defense Counsel and Class Counsel of the results. If a new address is located by these means, the Administrator will have ten (10) business days to re-issue the check. Neither Defendant, Defense Counsel, Class Counsel, Plaintiff, nor the Settlement Administrator will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event a Participating Class Member or Aggrieved Employee notifies the Settlement Administrator that he or she believes that a settlement check has been lost or stolen, the Settlement

Administrator shall immediately stop payment on such check. If the check in question has not been negotiated prior to the stop payment order, the Settlement Administrator will issue a replacement check.

I. DUTIES OF THE PARTIES PRIOR TO THE COURT'S APPROVAL

76. Promptly after execution of this Agreement, Plaintiff will move the Court for Preliminary Approval of this Settlement and entry of the Preliminary Approval Order accomplishing the following: (a) Approving as to form and content the proposed Notice;

(b) Directing the mailing of the Notice by first class mail to the Class Members;

(c) Preliminarily approving this Settlement;

(d) Preliminarily certifying the class for purposes of this Settlement;

(e) Advising the LWDA of the proposed Settlement; and

(f) Scheduling the Final Approval Hearing on the issue of whether this Settlement should be finally approved as fair, reasonable and adequate.

J. DUTIES OF THE PARTIES FOLLOWING COURT'S FINAL APPROVAL

77. In connection with the Final Approval Hearing provided for in this Agreement, Class Counsel shall submit a proposed Final Approval Order:

(a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

(b) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of litigation costs and expenses, the Service Payment to the Class Representative, and the payment to the Administrator for costs of administering the settlement; and

(c) Entering judgment approving settlement.

K. VOIDING THE AGREEMENT

78. If the Court fails or refuses to issue the Final Approval Order or fails to approve any material condition of this Agreement which effects a fundamental change of the Settlement, the entire Agreement shall be rendered voidable and unenforceable as to all Parties herein at the option

1 of either Party.

2 79. If the Settlement is voided or fails for any reason, Plaintiff and Defendant will have no
3 further obligations under the Settlement, including any obligation by Defendant to pay the
4 Settlement Amount, or any amounts that otherwise would have been owed under this Settlement.

5 80. If the Settlement is voided or fails for any reason, any costs incurred by the Administrator
6 shall be borne equally by Defendant and Plaintiff, unless otherwise specified in this Agreement.

7 **L. OTHER TERMS**

8 81. Waiver. The waiver by one Party of any breach of this Agreement by another Party shall
9 not be deemed a waiver of any other prior or subsequent breach of this Agreement.

10 82. Parties' Authority. The signatories hereto represent that they are fully authorized to enter
11 into this Agreement and bind the Parties hereto to the terms and conditions hereof.

12 83. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to
13 accomplish the terms of this Agreement, including but not limited to, execution of such documents
14 and to take such other action as may reasonably be necessary to implement the terms of this
15 Agreement. The Parties to this Agreement shall use their best efforts, including all efforts
16 contemplated by this Agreement and any other efforts that may become necessary by order of the
17 Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as
18 practicable after execution of this Agreement, Class Counsel shall, with the assistance and
19 cooperation of Defendant and Defense Counsel, take all necessary steps to secure the Court's
20 preliminary and final approval of the settlement, and the final entry of judgment.

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

25 85. No Admission. Defendant denies any and all liability to Plaintiff and/or any Class
26 Member and/or Aggrieved Employee in this Action, as to any and all causes of action that were
27 asserted or that might have been asserted in this Action. Nonetheless, Defendant wishes to settle and
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1 compromise the matters at issue in the Complaint to avoid further substantial expense and the
2 inconvenience and distraction of protracted and burdensome litigation. Defendant has taken into
3 account the uncertainty and risks inherent in litigation, and without conceding any infirmity in the
4 defenses that they have asserted or could assert against Plaintiff, has determined that it is desirable
5 and beneficial that Plaintiff's claims be settled in the manner and upon the terms and conditions set
6 forth in this Agreement.

7 86. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval Order,
8 nothing contained herein, nor the consummation of this Agreement, is to be construed or deemed
9 an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of
10 the other Released Parties. Each of the Parties hereto has entered into this Agreement with the
11 intention of avoiding further disputes and litigation with the attendant inconvenience and expenses.
12 This Agreement is a settlement document, and it, along with all related documents such as the
13 notices, and motions for preliminary and final approval, shall, pursuant to California Evidence Code
14 section 1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding,
15 except an action or proceeding to approve the settlement, and/or interpret or enforce this Agreement.
16 The stipulation for class certification as part of this Agreement is for settlement purposes only and
17 if, for any reason the settlement is not approved, the stipulation will be of no force or effect.

18 87. Notices. Unless otherwise specifically provided herein, all notices, demands or other
19 communications given hereunder shall be in writing and shall be deemed to have been duly given
20 as of the third business day after mailing by United States registered or certified mail, return receipt
21 requested, addressed:

22 ***To the Class:***

23 Shaun Setareh, Esq.

24 Bradley Fagnani, Esq.

25 Victoria Mas, Esq.

26 Victoria Magali, Esq.

27 shaun@setarehlaw.com

28 bradley@setarehlaw.com

 vmas@setarehlaw.com

 vmagali@setarehlaw.com

 SETAREH LAW GROUP

420 N. Camden Drive, Suite 100
Beverly Hills, California 90210
Phone: (310) 888-7771

To Defendant:

Jade Butman, Esq.
jbutman@ohaganmeyer.com
O'HAGAN MEYER
4695 MacArthur Court, Suite 900
Newport Beach, California 92660
Phone: (949) 519-2080

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

89. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof. Each term of this Agreement is contractual and not merely a recital.

90. Modification. This Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto.

91. Choice of Law. This Settlement Agreement shall be governed by and construed, enforced and administered in accordance with the laws of the State of California, without regard to its conflicts-of-law rules.

92. Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or

1 contemporaneous agreements, understandings, representations, and statements, whether oral or
2 written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder
3 may be waived except in writing.

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

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

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

17 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set
18 forth below.

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7/6/2026
Dated: June ____, 2026

July 15, 2026
Dated: June ____, 2026

APPROVED AS TO FORM:

7/14/2026
Dated: June ____, 2026

July 15, 2026
Dated: June ____, 2026

By: Christina Perkins
ID vSaag27SNHdyvv8nRz9f3m6w
Christina Perkins, Plaintiff
Individually and on behalf of the Class

By: Mark Melvin
Mark Melvin, President
On behalf of Defendant
Touchstone Climbing Inc.

SETAREH LAW GROUP
By: Shaun Setareh
ID oAqkrHRSZQxkXVFMVHmb7pX6
Shaun Setareh
Attorneys for Plaintiff Christina Perkins

O'HAGAN MEYER
By: Jade Butman
Jade Butman
Attorneys for Touchstone Climbing Inc.

EXHIBIT A

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

Perkins, Christina v. Touchstone Climbing Inc., et al
Superior Court of the State of California, Alameda County
Case No. 23CV029864

*You are **not** being sued. This is **not** an advertisement. This notice affects your rights.*

YOU ARE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT.

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice of Proposed Class and PAGA Action Settlement and Hearing Date for Court Approval because Touchstone Climbing Inc. (“Defendant”) records show you are what is called a “Class Member,” and are entitled to a payment from this class action settlement (“Settlement”). Class Members are all current and former employees of Touchstone Climbing Inc., who worked at least one shift in California from March 23, 2019 through **[INSERT PRELIM. APP. HEARING DATE]**, or when the total workweeks worked by the Class reaches 110,942, whichever is later].

On **[REDACTED]**, the Honorable Patrick McKinney of the Superior Court of California for the County of Alameda granted preliminary approval of this Class Action Settlement and ordered that all Class Members be notified of the Settlement.

Unless you choose not to participate in the Settlement (in other words, should you choose to “opt out”) by following the procedures described below, you will be considered a Participating Class Member. If the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement fund, which is estimated to be <<estAmount>>. [For PAGA Aggrieved Employees only: You are also a PAGA Aggrieved Employee and will be mailed a check for you portion of the civil penalties under PAGA allocated in this Settlement, which is estimated to be <<estAmount>>.¹

¹ By law, under the Private Attorneys General Act (“PAGA”) before it was reformed, the amount recovered in settlement, after paying for attorney’s fees and costs, and costs of administration of settlement, are to be split between the State of California and the PAGA Aggrieved Employees. The State receives 75% of the net settlement amount and the PAGA Aggrieved Employees receive 25% of the net settlement (to be allocated on a pro rata basis). Each PAGA Aggrieved Employee will receive a pro rata share of the 25% of the net settlement based on their eligible pay periods relative to the total eligible pay periods of all PAGA Aggrieved Employees (“Individual PAGA Payment”). You worked <<PayPeriods>> pay periods during the PAGA Period. The total amount of pay periods worked by all Aggrieved Employees during the PAGA Period is <<PayPeriods>>. Therefore, your Individual PAGA Payment is <<CheckAmount>>.

Questions? Contact the Settlement Administrator toll free at _____

**IF YOU STILL WORK FOR TOUCHSTONE CLIMBING INC. PARTICIPATION
IN THIS SETTLEMENT WILL NOT AFFECT OR DISRUPT YOUR WORK IN
ANY MANNER. YOU WILL NOT BE RETALIATED AGAINST BY
DEFENDANT FOR YOUR PARTICIPATION.**

California law strictly prohibits retaliation. Defendant is prohibited by law from taking any adverse action against any Class Member or otherwise targeting, retaliating, or discriminating against any Class Member because of the Class Member's participation in or decision not to participate in this Settlement.

What Is This Case About?

Christina Perkins was an employee of Touchstone Climbing Inc. ("Defendant"). She is the "Plaintiff" in this case and is suing Defendant on behalf of herself and all Class Members. Plaintiff sued Defendant, asserting causes of action for (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay hourly wages; (4) failure to indemnify; (5) failure to provide accurate written wage statements; (6) unfair competition; and, (7) civil penalties pursuant to PAGA.

This notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations raised in the Action or the merits of the claims or defenses asserted. The Court has made no ruling on the merits of Plaintiffs' claims or Defendant's defenses thereto.

Defendant is not admitting to any allegations or wrongdoing in this case, and in fact expressly denies that any of its practices at issue in this lawsuit were or are unlawful. Specifically, Defendant asserts that the Class Members were properly compensated at all times during the Class Period. Defendant further asserts that Touchstone Climbing Inc. has and had during the Class Period lawful wage-and-hour policies, practices, and procedures, including legally compliant timekeeping policies.

Plaintiff entered into settlement discussions with Defendant in an attempt to resolve the disputed claims in this case. On December 3, 2025, the Parties negotiated a settlement on behalf of themselves and the Class Members with the assistance of a third-party mediator. The Parties' agreement has been documented in a Joint Stipulation of Settlement and Release of Class and PAGA Action ("Joint Stipulation").

The Court has preliminarily approved the Joint Stipulation. The Court will decide whether to give final approval to the Settlement at the Final Fairness and Approval Hearing. The Final Fairness and Approval Hearing ("Hearing") on the adequacy, reasonableness, and fairness of the Settlement will be held at [REDACTED] on [REDACTED], in Department 18 of the Superior Court of California for the County of Alameda, Rene C. Davidson Courthouse, 1225 Fallon Street, Oakland, California 94612. You are not required to attend the Hearing.

Questions? Contact the Settlement Administrator toll free at [REDACTED]

Attorneys for Plaintiff and the Class Members (“Class Counsel”) are:

Shaun Setareh
Bradley Fagnani
Victoria Mas
Victoria Magali
SETAREH LAW GROUP
(310) 888-7771
9665 Wilshire Boulevard, Suite 430
Beverly Hills, California 90212

Summary of the Settlement Terms

Plaintiff and Defendant have agreed to settle this case on behalf of themselves and the Class Members for \$1,000,000.00 (“Maximum Settlement Amount”).

The Maximum Settlement Amount includes: (1) Individual Class Payments to Participating Class Members; (2) a \$5,000 service payment to the Representative Plaintiff for her time and effort in pursuing this case, subject to Court approval; (3) Settlement Administration Costs; (4) \$75,000 to the California Labor & Workforce Development Agency, representing the State of California’s portion of civil penalties under PAGA (or 75% of the \$100,000 allocated to PAGA penalties); (5) an aggregate of \$25,000 to alleged PAGA Aggrieved Employees (or 25% of the \$100,000 allocated to PAGA penalties); and (6) subject to Court approval of an application for fees and costs, an award of up to \$333,333.33 in attorneys’ fees and up to \$20,000 in litigation costs and expenses to Class Counsel.

After deducting the service payments to Plaintiff, the Settlement Administration Costs, the portion of the PAGA payment to be paid to the California Labor and Workforce Development Agency, payments to PAGA Aggrieved Employees, and attorneys’ fees and costs/expenses, a total of approximately [\$] will be available to Class Members who do not opt out of the Settlement (“Net Settlement Amount”). Employer-side payroll taxes will be paid by Touchstone Climbing Inc. *outside* of the Maximum Settlement Amount.

Plan of Distribution to Class Members and PAGA Aggrieved Employees

Individual Class Payments will be calculated and apportioned from the Net Settlement Amount based on the number of weeks a Participating Class Member worked during the Class Period (“Workweeks”). Individual PAGA Payments will be separately calculated and apportioned from the portion of the PAGA amount intended for PAGA Aggrieved Employees.

Specific calculations of Individual Class Payments will be made as follows:

- a. The Settlement Administrator will calculate the number of Workweeks per Participating Class Member during the Class Period based on records in

Questions? Contact the Settlement Administrator toll free at _____

Defendant's possession, custody or control.² Workweeks are determined by identifying each week an employee actually worked based on Defendant's timekeeping and/or payroll data. A Class Member who worked only one day during the Class Period will be credited with having worked one Workweek for purposes of the Settlement. Partial workweeks will not be counted, meaning incomplete workweeks will be rounded down.

- b. Using the Class Data, the Settlement Administrator will calculate the total Workweeks for all Settlement Class Members by adding the number of Workweeks worked by each Settlement Class Member during the Class Period. The respective Workweeks for each Settlement Class Member will be divided by the total Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member.
- c. Each Settlement Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated Individual Class Payments.
- d. Using the Class Data, the Settlement Administrator will calculate the total number of pay periods in the PAGA Period and will divide each Aggrieved Employee's individual number of eligible pay periods in the PAGA Period to determine their pro rata portion of the portion of the PAGA Payment allocated to each Aggrieved Employees. Partial pay periods will not be counted, meaning incomplete pay periods will be rounded down; however, an Aggrieved Employee who worked only one day during the PAGA Period will be credited with having worked one pay period for purposes of the Settlement.

If you believe the information provided above as to the number of your Individual Workweeks is incorrect and you wish to dispute it, please submit the Challenge Form attached to your Share Form to the Settlement Administrator at *Perkins, Christina v. Touchstone Climbing Inc., et al* Settlement Administrator, c/o [REDACTED] no later than 30 days after the date this Notice of Proposed Class and PAGA Action Settlement and Hearing Date for Court Approval was mailed to you.³

If you dispute the information stated above, the information provided to the Settlement Administrator will control unless you are able to provide documentation that establishes otherwise. Any disputes, along with supporting documentation ("Disputes"), must be postmarked no later than [REDACTED]. **DO NOT SEND ORIGINALS;**

² Defendant's Workweek data will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. All Workweek disputes will be resolved and decided by the Settlement Administrator in consultation with Class Counsel and counsel for Defendant. The Settlement Administrator's decision on all Workweek disputes will be final and non-appealable.

³ Unless the 15th day falls on a Sunday or federal holiday, in you have until the next day on which the U.S. Postal Service is open.

Questions? Contact the Settlement Administrator toll free at [REDACTED]

DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.

Class Member Tax Matters

IRS Forms W-2 and 1099-MISC will be distributed to participating Class Members and Aggrieved Employees, and the appropriate taxing authorities reflecting the payments Class Members and Aggrieved Employees receive under the Settlement. Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this Settlement, 20% of each Individual Class Payment will be allocated to alleged unpaid wages, and 80% will be allocated to penalties and interest. All Individual PAGA Payments will be allocated as penalties and will be reported on an IRS Form-1099 by the Settlement Administrator. Again, please consult with a tax advisor regarding the significance of how each Individual Class Payment is allocated between wages, penalties, and interest. This notice is not intended to provide legal or tax advice. To the extent this notice or any of its attachments is interpreted to contain or constitute advice regarding any United States or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the Settlement, then no further action is required on your part. You will automatically receive your Individual Class Payment and Individual PAGA Payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1** and the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement funds. In addition, you will be deemed to have released or waived the following claims (“Released Claims”) against the Released Parties for the Release Period.

The Released Claims are defined as:

Those claims asserted in the Complaint or that reasonably could have been alleged based on the factual allegations contained in the operative complaint or LWDA letter, including but not limited to all of the following claims for relief: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to authorize meal periods or premium pay in lieu thereof; (4) failure to provide rest periods or premium pay in lieu thereof; (5) failure to reimburse necessary business expenses; (6) failure to provide and maintain accurate records; (7) failure to timely pay wages during employment; (8) failure to timely pay wages after employment; (9) civil penalties under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”); and (10) Unlawful Business Practices, Cal. Bus. & Prof. Code §§ 17200, *et seq.*

Questions? Contact the Settlement Administrator toll free at _____

The Released PAGA Claims include:

All claims by Aggrieved Employees for civil penalties under PAGA asserted in the Complaint or LWDA letter, or that could have reasonably been alleged based on the factual allegations contained in the operative Complaint and PAGA Notice, excluding any claims brought in Plaintiff's individual capacity (i.e., Causes of Action 11-19 of Plaintiff's First Amended Complaint). The Released PAGA Claims shall be released through the PAGA Release Period.

Released Parties means Defendant Touchstone Climbing Inc. and any other person or entity associated with Defendant, present, future, or former, known or unknown, including, but not limited to any of Defendant's parent corporations, subsidiaries, divisions, affiliates, partners, shareholders, members, employees, agents, directors, officers, attorneys, landlords, licensees, lessors, insurers, reinsurers, employee benefit plans and plan fiduciaries, representatives, predecessors, successors, assigns, transferees, heirs, executors, administrators, and related entities, and all other persons, firms, corporations, associations, partnerships, or entities having any legal relationship to each other.

The "Release Period" is the period from March 23, 2019 through *[INSERT PRELIM. APPROV. DATE]*, or when the total workweeks worked by the Class reaches 110,942, whichever is later]. The "PAGA Release Period" is the period from March 23, 2022, through the end date of the Release Period.

Option 2 – Opt-Out of the Settlement

You will be treated as a participating Class Member, participating fully in the Class Settlement, unless you notify the Settlement Administrator, in writing, not later than *[date]*, that you wish to opt-out.

If you do not wish to participate in the Settlement, you may exclude yourself from participating by submitting a written "Request for Exclusion from The Class Action Settlement" letter or card to the Settlement Administrator postmarked no later than *[redacted]*. Your written request should clearly state your intent to opt out or be excluded. For instance, you could write:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *PERKINS, CHRISTINA V. TOUCHSTONE CLIMBING INC.* LAWSUIT."

The written request for exclusion should also include sufficient information to identify you, including your name, address, telephone number, or last four digits of your Social Security Number. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail or equivalent, to the address below.

Perkins, Christina v. Touchstone Climbing Inc., Settlement Administrator
c/o ILYM Group, Inc.
[redacted]

Questions? Contact the Settlement Administrator toll free at *[redacted]*

Telephone: _____

The written request to be excluded from the Settlement must be postmarked to the Settlement Administrator not later than _____ [30 days from mailing]. If you submit a request for exclusion which is not postmarked by _____, your request for exclusion will be rejected, and you will be included in the Settlement Class.

If you choose **Option 2**, you will no longer be a Class Member. Therefore, you (1) will **not** receive any payment from the Settlement, with the exception of your pro-rata portion of the Aggrieved Employees' portion of the civil penalties allocated to PAGA⁴; (2) will not be deemed to have released any claims due to this Settlement with the exception of the PAGA cause of action, and (3) will be barred from filing an objection to the Settlement.

Do not submit both a Dispute and a Request for Exclusion. If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Option 3 – File an Objection to the Settlement

If you wish to object to the Settlement, you can mail a written objection to the Settlement Administrator. Your objection should provide: your full name, address and telephone number, the last four digits of your Social Security Number, the dates you were employed by Touchstone Climbing Inc. in California, and your objections to the Settlement, including each specific reason in support of each objection and any legal support for each objection together with any evidence in support of your objection. Your objection should be mailed to the Settlement Administrator on or before _____. All objections or other correspondence should state the name and number of the case, which is *Perkins, Christina v. Touchstone Climbing Inc.* Alameda County Case Number No. 23CV029864 .

You may also appear at the Final Fairness and Approval Hearing set for _____ at _____, in Department 18 of the Superior Court of California for the County of Alameda located at Rene C. Davidson Courthouse, 1225 Fallon Street, Oakland, California 94612, and discuss your objections with the Court and the Parties at your own expense.

You may appear at the Hearing regardless of whether you submitted a written objection. You may also retain an attorney to represent you at the Hearing at your own expense.

If you choose **Option 3**, you will still be entitled to the money from the Settlement. You will remain a member of the Settlement Class, and if the Court overrules your objections and approves the Settlement, you will receive your Individual Class Payment and will be bound by the terms of the Settlement in the same way as Class Members who do not

⁴ By law, Aggrieved Employees cannot opt out of the Settlement with respect to the PAGA claims and will release their claims for civil penalties under PAGA as set forth in the Settlement regardless of whether they cash their Individual PAGA Payment.

Questions? Contact the Settlement Administrator toll free at _____

object, including being deemed to have released the Released Claims. You cannot both object to the Settlement and exclude yourself. You must choose one option only.

Additional Information

This Notice of Proposed Class and PAGA Action Settlement and Hearing Date for Court Approval is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may refer to the pleadings, the Joint Stipulation, and other papers filed in this case, which may be inspected at the Office of the Clerk of the Superior Court of California for the County of Sacramento, during regular business hours of each court day.

All questions by Class Members regarding this Notice of Proposed Class and PAGA Action Settlement and Hearing Date for Court Approval and/or the Settlement should be directed to the Settlement Administrator or Class Counsel.

PLEASE DO NOT CONTACT THE COURT WITH QUESTIONS ABOUT THIS NOTICE.

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Final Audit Report

2026-07-15

Created:	2026-07-15
By:	Jade Butman (jbutman@ohaganmeyer.com)
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-  Document created by Jade Butman (jbutman@ohaganmeyer.com)
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-  Document emailed to Mark Melvin (mmelvin@touchstoneclimbing.com) for signature
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-  Document e-signed by Mark Melvin (mmelvin@touchstoneclimbing.com)
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