

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement” or “Settlement”) is reached by and between Plaintiffs Anthony Serrone, Danielle Ramos, Christina Rossi, Monica Wade, Ryan Jones, Jr., Steve Meyers, and Jerry Sedano (collectively “Plaintiffs”), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendants Adrienne Mattos Swim School, Inc., Adrienne Mattos, and Heidi Moore (collectively “Defendants” or “AquaTech”), on the other hand. Plaintiffs and Defendant are referred to herein collectively as the “Parties.” Plaintiffs and the Settlement Class are represented by Leonard Emma of Emma Law, P.C. dba Employment Lawyers (“Class Counsel”). Defendants are represented by Carla J. Hartley and Cynthia C. Cheung of Dillingham & Murphy, LLP.

On May 11, 2023, Plaintiff Anthony Serrone filed a class action lawsuit against AquaTech in Alameda County Superior Court, in the matter titled “ANTHONY SERRONE v. ADRIENNE MATTOS SWIM SCHOOL, INC., a California corporation dba AQUATECH SWIM SCHOOL, and DOES 1 through 100, inclusive”, Case No. 23CV033052. On March 19, 2024, Plaintiffs filed the operative First Amended Class and Representative Action Complaint (“Complaint”), titled “ANTHONY SERRONE, DANIELLE RAMOS, CHRISTINA ROSSI, MONICA WADE, RYAN JONES, JR., STEVE MEYERS, and JERRY SEDANO v. ADRIENNE MATTOS SWIM SCHOOL, INC., a California Corporation dba AQUATECH SWIM SCHOOL; ADRIENNE MATTOS, HEIDI MOORE, and DOES 1 through 100, inclusive” (the “Action” or “Lawsuit”) alleging the following causes of action: (i) failure to pay all overtime wages; (ii) failure to compensate for all hours worked; (iii) meal period violations; (iv) rest period violations; (v) failure to maintain accurate records; (vi) failure to furnish compliant wage and hour statements; (vii) failure to pay final wages on time; (viii) failure to reimburse business expenses; (ix) unfair business practices (Bus. & Prof. Code § 17200 *et seq.*); and (x) the Private Attorneys General Act (“PAGA”), California Labor Code § 2698 *et seq.*

Given the uncertainty of litigation, Plaintiffs and AquaTech wish to settle both individually and on behalf of the Settlement Class (defined below). Accordingly, Plaintiffs and AquaTech agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiffs and Defendants stipulate to the certification of the following Settlement Class:

All current and former non-exempt employees of AquaTech who worked for AquaTech in California at any time from May 11, 2019 through August 21, 2024 (“Class Period”).

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Release by Settlement Class Members and Plaintiffs.** As of the date that (i) the Final Effective Date (as defined below) occurs and (ii) the settlement is fully funded, subject to the provision of specified Non-Released Claims set forth in Paragraph 2(C) of this Settlement Agreement, Plaintiffs and every member of the Settlement Class will fully release and discharge Defendants and any of Defendants' past, present, and/or future, direct and/or indirect, officers, directors, employees, agents, principals, representatives, fiduciaries, attorneys, accountants, auditors, consultants, partners, investors, shareholders, administrators, insurers and reinsurers, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, placement or contingent workforce companies, and/or any party that was named as defendants in the Action (collectively, the "Released Parties"), as follows:

- A. Settlement Class members (except those who opt-out) shall release all claims under state, federal, or local law, alleged in the Complaint, or which could have been alleged based on the facts alleged in the Complaint, arising from their employment with Defendants during the Class Period, including claims for: (i) failure to pay all overtime wages; (ii) failure to compensate for all hours worked; (iii) meal period violations; (iv) rest period violations; (v) failure to maintain accurate records; (vi) failure to furnish compliant wage and hour statements; (vii) failure to pay final wages on time; (viii) failure to reimburse business expenses; (ix) unfair business practices (Bus. & Prof. Code § 17200 et seq.) premised on the above-mentioned violations; (x) any other alleged violations of California Labor Code sections 200-204, 216, 218.6, 225.5, 226, 226.3, 226.7, 500, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802, relevant Industrial Welfare Commission Wage Order(s), and Business and Professions Code section 17200 et seq., as well as claims for interest, costs, attorneys' fees, compensatory damages, and all claims for restitution and other equitable relief, injunctive relief, liquidated damages, and any other remedies owed or available under the law ("Class Member Released Claims"). In addition, all Settlement Class members (regardless whether they opt out) who worked for Defendants at any time from March 3, 2022 through the end of the Class Period (the "PAGA Period") shall release Defendants from all claims for civil penalties under PAGA based on the above-mentioned violations, as well as based on alleged violations of California Labor Code sections 205, 210, 223 and alleged failure to provide at least the legal minimum wage for all hours worked, arising from their employment with Defendants during the PAGA Period (the "PAGA Released Claims").
- B. In light of Plaintiffs' Class Representative Enhancement Awards, but subject to the provision of specified Non-Released Claims set forth in Paragraph 2(C) of this Settlement Agreement, Plaintiffs have agreed to release, as individuals and in addition to the Class Member Released Claims and PAGA Released Claims described above, all claims, whether known or unknown, under federal law or state law, against the Released Parties, arising from their employment with Defendants, through the date this Settlement Agreement is signed by Plaintiffs ("Plaintiffs' Released Claims"). The Parties understand and agree that Plaintiffs are not, by way of this release, releasing any workers' compensation claims nor any other claims which cannot be released as a matter of law. Plaintiffs understand that this release

includes unknown claims and that Plaintiffs are, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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.

- C. Nothing in this Settlement Agreement shall be deemed a release, settlement, or waiver of the claims alleged in the lawsuit, or which could be alleged based on the facts alleged in the lawsuit, filed by Plaintiff Anthony Serrone in the Alameda County Superior Court in the matter titled “Anthony Serrone v. Adrienne Mattos Swim School Inc. d/b/a AquaTech Swim School, a California Corporation, and DOES 1 through 100, Case No. 24CV079508 (hereinafter “Serrone Action”) .

3. **Gross Settlement Amount.** As consideration, Defendants agree to pay a non-reversionary gross settlement amount (“Gross Settlement Amount”) of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) in full and complete settlement of the Lawsuit, as follows:

- A. The Parties have agreed to engage ILYM Group, Inc. (“ILYM”) as the “Settlement Administrator” to administer this Settlement.
- B. The term “Final Effective Date” means the date when all of the following events have occurred: (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendants’ counsel; (2) the Court has given Preliminary Approval to the Settlement; (3) the Class Notice has been mailed to the Settlement Class members, providing them with an opportunity to object to the terms of the class Settlement or opt out of the class Settlement; (4) the Court has held a Final Approval Hearing and entered a Final Approval Order and Judgment; and (5) the later of the following events: (a) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters the Final Approval Order and Judgment; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the Settlement.
- C. Defendants shall deposit the Gross Settlement Amount with the Settlement Administrator within fourteen (14) days of the Final Effective Date.
- D. This is a non-reversionary settlement. The Gross Settlement Amount includes:
- (1) All payments (including interest) to the Settlement Class;
 - (2) All costs of the Settlement Administrator which are anticipated to be no greater than Ten Thousand Dollars (\$10,000);

- (3) Up to Five Thousand Dollars (\$5,000) for each of Plaintiffs as Class Representative Enhancement Awards, in recognition of Plaintiffs' contributions to the Action and Plaintiffs' services to the Settlement Class;
- (4) Up to one-third of the Gross Settlement Amount in Class Counsel's attorneys' fees (currently estimated to be \$166,666.67), plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Twenty Five Thousand Dollars (\$25,000); and
- (5) Twenty Thousand Dollars (\$20,000) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), 75% of such penalties, or Fifteen Thousand Dollars (\$15,000), will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining 25%, or Five Thousand Dollars (\$5,000), will be payable to certain Settlement Class members as the "PAGA Amount," as described below.

Defendants will not oppose the reasonableness of these requests. Any reduction by the Court of these requests will revert to the Settlement Class members who do not opt out.

- E. The balance of the Gross Settlement Amount, after deduction of the Court-approved costs of the Settlement Administrator, Class Representative Enhancement Awards, Class Counsel's attorneys' fees and costs and expenses, and PAGA civil penalties, will be the "Net Settlement Amount", which is further discussed in Paragraph 4 below. The maximum amount to be paid by Defendants in full and complete Settlement of this matter is the Gross Settlement Amount, plus Defendants' employer payroll taxes and contributions in connection with the wages portion of the Settlement, which is further discussed in Paragraph 4 below.

4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment ("Individual Settlement") from the Settlement. Individual Settlements will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, the Class Representative Enhancement Awards, the Settlement Administrator's fees and expenses for administration, and the amount set aside as PAGA civil penalties. The remaining amount is the Net Settlement Amount.
- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member's Individual Settlement based on the following formulas:
 - i. Payments to all participating Settlement Class members: The Net Settlement Amount will be distributed to all participating Settlement Class members based on each participating Settlement Class member's estimated

proportionate workdays worked for Defendants (“Workdays”) during the Class Period, and which shall be calculated by multiplying the Net Settlement Amount by a fraction, the numerator of which is the participating Settlement Class member’s number of Workdays worked during the Class Period, and the denominator of which is the total estimated Workdays worked by all participating Settlement Class members during the Class Period.

- ii. **PAGA Amount:** In addition to the Net Settlement Amount, each Settlement Class member (regardless whether they opt out) who was employed by Defendants in California at any time during the PAGA Period shall receive a portion of the \$5,000 of the Gross Settlement Amount that has been designated as the “PAGA Amount” (as indicated above), proportionate to the estimated number of Pay Periods that he or she worked during the PAGA Period, and which shall be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member’s estimated number of Pay Periods worked during the PAGA Period, and the denominator of which is the total estimated Pay Periods worked by all Settlement Class members during the PAGA Period. Settlement Class members whose Individual Settlement includes payments from both the Net Settlement Amount and the PAGA Amount will have both amounts aggregated in one check.

C. **Calculation of Individual Settlements.** Within five (5) Court days of the Final Effective Date, the Settlement Administrator will calculate Individual Settlement amounts, as well as the amount of the employer’s share of payroll taxes due on the wage portion of the Individual Settlements, and provide the same to counsel for review and approval.

D. **Employer Payroll Taxes.** The Gross Settlement Amount does not include employer-side payroll taxes, which shall be paid by Defendants separate from, and in addition to, the Gross Settlement Amount. The employer-side taxes shall be deposited by Defendants with the Settlement Administrator by the date they deposit the Gross Settlement Amount or within five (5) Court days of receipt of the final approved calculations of the employer’s share of payroll taxes, whichever date is later.

E. **Payment of Individual Settlements.** Within five (5) Court days of (i) the Final Effective Date occurring and (ii) Defendants’ deposit of the Gross Settlement Amount and employer-side taxes, and after approval by counsel of the Individual Settlement calculations, the Settlement Administrator will prepare and mail Individual Settlements, less applicable taxes and withholdings, to Settlement Class members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendants’ counsel. The Settlement Administrator shall pay the amounts approved by the Court for Class Counsel’s attorneys’ fees and costs, Plaintiffs’ Class Representative Enhancement Awards, and PAGA payment to the LWDA at

the same time it mails Individual Settlements to Settlement Class members. The Settlement Administrator shall provide to Class Counsel proof of submission of the allocated funds to the LWDA within five (5) Court days of the submission.

- F. For tax purposes, each Individual Settlement shall be allocated as follows: any payment made from the PAGA Amount shall be treated as 100% penalties. Any payment made from the Net Settlement Amount shall be allocated as fifty percent (50%) wages and fifty percent (50%) penalties and interest. The Settlement Administrator will be responsible for issuing to Settlement Class members an IRS Form W-2 (for amounts paid as wages) and an IRS Form 1099 (for amounts paid as penalties and interest). Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit, retirement, or bonus plan, unless required by such plans. Moreover, each Settlement Class member is responsible for the proper tax treatment of his/her Individual Settlement, and neither Plaintiffs, Defendants, nor their respective counsel are providing tax advice with respect to the proper tax treatment of Individual Settlements.
- G. Each member of the Settlement Class who receives an Individual Settlement must cash that check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks are not cashed within 180 days after mailing shall be distributed to Legal Aid at Work as a *cy pres* beneficiary. The Parties and each of their counsel each represent that they do not have any financial interest in Legal Aid at Work or otherwise have a relationship with Legal Aid at Work that could create a conflict of interest.
- H. Neither Plaintiffs nor Released Parties (nor their respective counsel) shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Defendants will not object to Class Counsel's request for a total award of attorneys' fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be \$166,666.67. Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed \$25,000.00, from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Ten percent (10%) of the attorneys' fees award shall be held in an interest-bearing account maintained by Class Counsel, pending the submission and approval of a final compliance status report after completion of the distribution process. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award approved by the Court.

6. **Class Representative Enhancement Awards.** Defendants will not object to a request for a Class Representative Enhancement Awards of up to \$5,000 to each of the Plaintiffs, for their time and risk in prosecuting this case and Plaintiffs' services to the Settlement Class. These awards will be in addition to Plaintiffs' Individual Settlements as Settlement Class members, and shall be reported on IRS Form 1099's issued by the Settlement Administrator.

6. **Settlement Administrator.** Defendants will not object to the appointment of ILYM as Settlement Administrator. Defendants will not object to Plaintiffs seeking approval to pay up to \$10,000 for the Settlement Administrator's services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending Notice Packets to the Settlement Class members, calculating Individual Settlements and preparing all checks and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount only after Individual Settlements have been mailed to all participating Settlement Class members. The Settlement Administrator shall also give notice of final judgment by posting the final judgment to its website.

7. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiffs shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for settlement purposes only;
- B. Appointing Leonard Emma of Emma Law, P.C. dba Employment Lawyers as Class Counsel;
- C. Appointing Plaintiffs Anthony Serrone, Danielle Ramos, Christina Rossi, Monica Wade, Ryan Jones, Jr., Steve Meyers, and Jerry Sedano as Class Representatives for the Settlement Class;
- D. Approving ILYM as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Estimated Individual Settlements), and directing the mailing of the same; and
- G. Scheduling a Final Approval hearing.

10. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within fourteen (14) days after entry of an order preliminarily approving this Agreement, Defendants will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, estimated number of days worked during the Class Period, and estimated number of pay periods during the PAGA Period for each Settlement Class member ("Class Data").

- B. Within ten (10) Court days from receipt of this information, the Settlement Administrator shall: (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlements for each Settlement Class member, and receive approval from counsel of those calculations; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Requests for Exclusion. Any Settlement Class member who wishes to opt out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).
 - i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must prepare and submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Settlement Class member’s address and/or telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement (except for any amount due to him or her from the PAGA Amount, if applicable) and will not be bound by the terms of the Settlement (except for the PAGA release, if applicable) or have any right to object, appeal or comment thereon.
 - ii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class member to object to the Settlement or opt out of the Settlement Class or encourage any Settlement Class member to appeal from the final judgment.
- D. Objections. Members of the Settlement Class who do not opt out may object to this Settlement Agreement as explained in the Class Notice by mailing a written objection to the Settlement Administrator (who shall serve all objections as received on Defendants’ counsel and Class Counsel, who will file all such objections with the Court) within the Response Deadline. Defendants’ counsel and Class Counsel shall file any responses to objections no later than the deadline to

file the Motion for Final Approval, unless the objections are submitted within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendants' counsel and Class Counsel shall have ten (10) days to file a response to the objections. Absent good cause found by the Court, written objections must: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Objecting Settlement Class members may, but need not, appear at the Final Approval Hearing to argue their written objection. Absent good cause found by the Court, any attorney seeking to represent an objecting Settlement Class member at the Final Approval Hearing must submit a Notice of Appearance to the Court and serve it on all counsel, no later than the Response Deadline.

- E. Notice of Estimated Individual Settlement / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement as well as the information that was used to calculate the Individual Settlement. Settlement Class members will have the opportunity, should they disagree with Defendants' records regarding the information stated in the Notice of Estimated Individual Settlement, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlements under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement shall be binding upon the Settlement Class member and the Parties.
- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within three (3) business days of obtaining the updated address. Settlement Class members to whom Notice Packets are re-sent after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to mail a Request for Exclusion, Objection, or dispute. Notice Packets that are re-sent shall inform the recipient of this adjusted deadline, if applicable. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then

an additional Notice Packet need not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendants' Counsel to provide notice of the proposed settlement.

11. **Escalator Provision.** Defendants represent that for the time period of May 11, 2019 through June 4, 2024, there were 402 Settlement Class Members and an estimated 85,776 workdays. Notwithstanding any other provision of this Stipulation of Settlement, if the actual number of Settlement Class Members or workdays during this time period exceeds Defendant's representations by more than 10%, then the Gross Settlement Amount shall be increased on a proportional basis on the amount of either metric in excess of 10% (i.e., if there is an 11% increase in the number of workdays or employees, then Defendant will increase the Gross Settlement Amount by 1%).

12. **Right To Withdraw.** Notwithstanding any other provision of this Stipulation of Settlement, if more than ten percent (10%) of all members of the Settlement Class submit timely and valid requests for exclusion (opt-outs) from the Settlement as outlined in 9(C) above, Defendants shall have the option, in their sole discretion, to withdraw from this Settlement. Whereupon the Settlement shall be null and void for any and all purposes and may not be used or introduced in the action or any other proceeding. The Settlement Administrator shall notify Class Counsel and Counsel for Defendants of the number of timely opt-outs within five (5) business days after the expiration of the right of the Settlement Class members to opt-out of the Settlement. If Defendants elect to exercise their Right to Withdraw under this provision, Defendants will notify Class Counsel no later than seven (7) business days after receiving notice of the number of requests for exclusion. If Defendants exercise their Right to Withdraw under this provision, no Party may use the fact that the Parties agreed to the Settlement for any reason, and Defendants will be responsible for paying the Settlement Administrator any costs the Settlement Administrator incurred in connection with this Settlement through the date that Defendants notify Class Counsel of their intent to exercise their Right to Withdraw.

13. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiffs shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Enhancement Awards, settlement administration costs, and payment to the LWDA for its share of civil penalties under PAGA; and
- C. Entering judgment pursuant to California Rule of Court 3.769. Said judgment shall be posted on the website of the Settlement Administrator.

14. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or wrongdoing or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence

Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

15. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by counsel for all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

16. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Plaintiffs: Leonard Emma of Employment Lawyers
1999 Harrison Street, 18th Floor, Oakland, CA 94612
lemma@employment-lawyers.com

if to Defendants: Carla J. Hartley & Cynthia C. Cheung, Dillingham & Murphy,
LLP
155 Sansome Street, Suite 700, San Francisco, CA 94104
cjh@dillinghammurphy.com, ccc@dillinghammurphy.com

17. **Confidentiality of Documents and Information.** Plaintiffs, the Settlement Administrator, and Class Counsel shall maintain the confidentiality of all documents and other information obtained in the Action that were specifically designated as confidential at the time they were produced (formally or informally) in the Action, unless ordered to be disclosed by the Court or by a subpoena.

18. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

19. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Facsimile, email, and electronic signatures shall have the same force and effect as original signatures.

20. **Nondisclosure and Nonpublication.** Plaintiffs and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein, and except to Plaintiffs' spouses or to their attorneys or tax preparers as necessary for those professionals to provide their professional services to Plaintiffs. However, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Lawsuit, and a

general description of the Lawsuit, to a court in a declaration by Class Counsel or on Class Counsel's website. Paragraph 19 is not intended to and does not prevent Plaintiffs from discussing or disclosing factual information about events that occurred during their employment with AquaTech that they believe were unlawful acts in the workplace, such as discrimination or harassment.

21. **No Assignments.** Plaintiffs warrant that they have not assigned nor released to any third-party any claim, right, or cause of action which is the subject matter of this Settlement Agreement.

22. **Severability.** In the event that any one or more of the provisions contained in this Settlement Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if counsel and Class Counsel—on behalf of the Parties, the Settlement Class Members, State of California, and PAGA Members—mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Settlement Agreement, subject to Court approval.

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

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

25. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Agreement has been executed with the consent and advice of counsel and reviewed in full.

26. **Law.** This Settlement Agreement is entered into in the State of California, and it shall be construed and interpreted according to the laws of the State of California without regard to any conflict of laws provisions which would otherwise permit the application of the laws of any other jurisdiction.

27. **Enforcement and Continuing Jurisdiction of the Court.** To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Lawsuit and over all Parties and Settlement Class members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. The Court may award reasonable attorneys' fees and costs to the prevailing party in any motion or action taken based on an alleged violation of any material term of this Settlement Agreement.

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DATED: September 17, 2024



NOTAR PUBLIC, Chgo, IL, 2024 10.14 PM

Plaintiff ANTHONY SERRONE

DATED: September __, 2024

Plaintiff DANIELLE RAMOS

DATED: September __, 2024

Plaintiff CHRISTINA ROSSI

DATED: September __, 2024

Plaintiff MONICA WADE

DATED: September __, 2024

Plaintiff RYAN JONES, JR.

DATED: September __, 2024

Plaintiff STEVE MEYERS

DATED: September __, 2024

Plaintiff JERRY SEDANO

DATED: September __, 2024

Defendant ADRIENNE MATTOS SWIM
SCHOOL, INC.

By: _____
Name: Adrienne Mattos

DATED: September __, 2024

Plaintiff ANTHONY SERRONE

DATED: September 17, 2024



Plaintiff DANIELLE RAMOS

DATED: September 17, 2024



Plaintiff CHRISTINA ROSSI

DATED: September 17, 2024



Plaintiff MONICA WADE

DATED: September 17, 2024



Plaintiff RYAN JONES, JR.

DATED: September 17, 2024



Plaintiff STEVE MEYERS

DATED: September 17, 2024



Plaintiff JERRY SEDANO

DATED: September __, 2024

Defendant ADRIENNE MATTOS SWIM
SCHOOL, INC.

By: _____
Name: Adrienne Mattos

DATED: September __, 2024

Plaintiff ANTHONY SERRONE

DATED: September __, 2024

Plaintiff DANIELLE RAMOS

DATED: September __, 2024

Plaintiff CHRISTINA ROSSI

DATED: September __, 2024

Plaintiff MONICA WADE

DATED: September __, 2024

Plaintiff RYAN JONES, JR.

DATED: September __, 2024

Plaintiff STEVE MEYERS

DATED: September __, 2024

Plaintiff JERRY SEDANO

DATED: September ¹⁶__, 2024

Defendant ADRIENNE MATTOS SWIM
SCHOOL, INC.

DocuSigned by:
By: 
Name: Adrienne Mattos

Title: Chief Executive Officer

DATED: September 16, 2024

DocuSigned by:

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ADRIENNE MATTOS

DATED: September 19, 2024

DocuSigned by:

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HEIDI MOORE

APPROVED AS TO FORM:

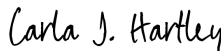
DATED: September __, 2024

EMPLOYMENT LAWYERS

By: _____
Leonard Emma
Attorneys for Plaintiffs

DATED: September 18, 2024

DILLINGHAM & MURPHY LLP

By: 
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Carla J. Hartley
Cynthia C. Cheung
Attorneys for Defendants ADRIENNE
MATTOS SWIM SCHOOL, INC., ADRIENNE
MATTOS, and HEIDI MOORE

Title: Chief Executive Officer

DATED: September __, 2024

ADRIENNE MATTOS

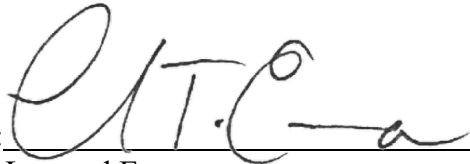
DATED: September __, 2024

HEIDI MOORE

APPROVED AS TO FORM:

DATED: September 19, 2024

EMPLOYMENT LAWYERS

By: 
Leonard Emma
Attorneys for Plaintiffs

DATED: September __, 2024

DILLINGHAM & MURPHY LLP

By: _____
Carla J. Hartley
Cynthia C. Cheung
Attorneys for Defendants ADRIENNE
MATTOS SWIM SCHOOL, INC., ADRIENNE
MATTOS, and HEIDI MOORE