

ADDENDUM TO STIPULATION OF SETTLEMENT

This Addendum to the Stipulation of 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”) to amend the Stipulation of Settlement previously entered into by the Parties. All other settlement terms contained in the Stipulation of Settlement remain the same.

The Parties specifically agree to amend Sections 2 and 10 of the Stipulation of Settlement as follows:

2. Release by Settlement Class Members, Plaintiffs, and the California Labor and Workforce Development Agency. 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, the California Labor and Workforce Development Agency shall release Defendants from all claims for civil penalties under PAGA based on the above-mentioned violations allegedly suffered by Settlement Class Members (regardless of 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”) and arising from their employment with Defendants during the PAGA Period (the “PAGA Released Claims”).

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

- 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 or object orally at the final approval hearing.

Counterparts. This Addendum to the Stipulation of Settlement 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.

DATED: November 1, 2024


Anthony Serrone (Nov 1, 2024 21:42 PDT)
Plaintiff ANTHONY SERRONE

DATED: November 1, 2024


Danielle Ramos (Nov 1, 2024 16:22 PDT)
Plaintiff DANIELLE RAMOS

DATED: November 1, 2024

Cristina Rossi
Cristina Rossi (Nov 1, 2024 15:35 PDT)
Plaintiff CHRISTINA ROSSI

DATED: November 1, 2024


Monica Wade (Nov 2, 2024 16:12 PDT)
Plaintiff MONICA WADE

DATED: November 1, 2024

Ryan Jones Jr
Ryan Jones Jr (Nov 1, 2024 17:26 PDT)
Plaintiff RYAN JONES, JR.

DATED: November 1, 2024


Steven Meyers (Nov 2, 2024 01:54 PDT)

Plaintiff STEVE MEYERS

DATED: November 1, 2024


Jerry Sedano (Nov 1, 2024 16:32 PDT)

Plaintiff JERRY SEDANO

DATED: November __, 2024

Defendant ADRIENNE MATTOS SWIM
SCHOOL, INC.

By: _____

Name: Adrienne Mattos

Title: Chief Executive Officer

DATED: November __, 2024

ADRIENNE MATTOS

DATED: November __, 2024

HEIDI MOORE

APPROVED AS TO FORM:

DATED: November __, 2024

EMPLOYMENT LAWYERS

By: _____
Leonard Emma
Attorneys for Plaintiffs

DATED: November __, 2024

DILLINGHAM & MURPHY LLP

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

DATED: October __, 2024

Plaintiff STEVE MEYERS

DATED: October __, 2024

Plaintiff JERRY SEDANO

November
DATED: ~~October~~ 4, 2024

Defendant ADRIENNE MATTOS SWIM
SCHOOL, INC.

By: 
Name: Adrienne Mattos
Title: Chief Executive Officer

November
DATED: ~~October~~ 4, 2024



ADRIENNE MATTOS

DATED: October __, 2024

HEIDI MOORE

DATED: October __, 2024

Plaintiff STEVE MEYERS

DATED: October __, 2024

Plaintiff JERRY SEDANO

DATED: October __, 2024

Defendant ADRIENNE MATTOS SWIM
SCHOOL, INC.

By: _____
Name: Adrienne Mattos
Title: Chief Executive Officer

DATED: October __, 2024

ADRIENNE MATTOS

~~DATED: October __, 2024~~

DATED: NOVEMBER 5, 2024

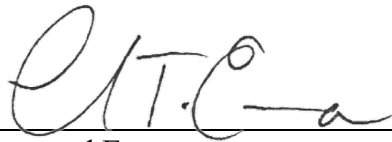


HEIDI MOORE

APPROVED AS TO FORM:

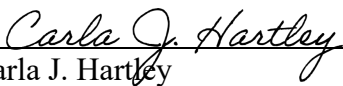
DATED: October 31, 2024

EMPLOYMENT LAWYERS

By: 
Leonard Emma
Attorneys for Plaintiffs

November
DATED: ~~October~~ 6, 2024

DILLINGHAM & MURPHY LLP

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