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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

GUADALUPE MAGDALENO, an individual and on behalf of all others similarly situated,

Plaintiff,

v.

AFEEL CORPORATION, a California corporation doing business as Huntington Brass; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 30-2025-01516783-CU-OE-CXC

Assigned for all purposes to Hon. Layne H. Melzer, in Dept. CX102

CLASS AND PAGA SETTLEMENT AGREEMENT

Action Filed: October 3, 2025
Trial Date: None Set

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Guadalupe Magdaleno ("Plaintiff") and Afeel Corporation ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS

1.1. "Action" means the Plaintiff's lawsuit alleging wage and hour violations against Defendant, captioned *Guadalupe Magdaleno v. Afeel Corporation, et al.*, Case No. 30-2025-01516783-CU-OE-CXC, initiated on October 3, 2025, and pending in Superior Court of the State of California, County of Orange.

1.2. "Administrator" means Apex Class Action Administration, the neutral entity selected by Plaintiff to administer the Settlement and not objected to by Defendant.

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

1.4. "Aggrieved Employee" means all persons employed by Defendant in the State of California at any time during the PAGA Period and who, during any portion of that period, were classified by Defendant as either salaried non-exempt employees or hourly non-exempt employees. For purposes of this Agreement, employees who were classified as exempt salaried employees throughout the entire PAGA Period are excluded from the Aggrieved Employees. Employees who were classified as salaried non-exempt employees during any portion of the PAGA Period shall be included for those pay periods in which they were classified as salaried non-exempt employees. Any employee whose classification is not specifically identified in Defendant's records as exempt or salaried non-exempt shall be treated as an hourly non-exempt employee for purposes of this Agreement.

1.5. "Class" means all persons currently or formerly employed by Defendant in the State of California during the Class Period, and who were classified by Defendant as either salaried non-exempt employees or hourly non-exempt employees during any portion of the Class Period. For purposes of this Agreement, employees who were classified as exempt salaried employees

throughout the entire Class Period are excluded from the settlement class. Employees who were classified as salaried non-exempt employees during any portion of the Class Period shall be included for those pay periods in which they were classified as salaried non-exempt employees. Any employee whose classification is not specifically identified in Defendant's records as exempt or salaried non-exempt shall be treated as an hourly non-exempt employee for purposes of this Agreement.

1.6. "Class Counsel" means David D. Bibiyan, Jason Rothman, Vedang J. Patel, and Megan R. Lazar of Bibiyan Law Group, P.C.

1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.8. "Class Data" means Class Member identifying information in Defendant's custody, possession, or control, including the Class Member's (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

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

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. "Class Notice" means the NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND DATE FOR FINAL APPROVAL HEARING and Request for Exclusion form, Objection to Settlement form, and Workweek and PAGA Pay Period Dispute Form, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from October 3, 2021, through July 5, 2026.

1.13. "Class Representative" means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

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

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

1.16. "Defendant" means named Defendant Afeel Corporation.

1.17. "Defense Counsel" means David V. Luu, Esq. and Rob Von Esch, Esq. of Von Esch Law Group, ALC.

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

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

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

1.21. "Final Judgment" means the Judgment entered by the Court based upon the Final Approval.

1.22. "Gross Settlement Amount" means $300,000.00 (Three Hundred Thousand Dollars and Zero Cents) which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and Administrator's Expenses.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.25. "Judgment" means the judgment entered by the Court based upon Final Approval.

1.26. "LWDA" means the California Labor and Workforce Development Agency.

1.27. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (m).

1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

1.31. "PAGA Period" means the period from October 3, 2023, through the end of the Class Period.

1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq*.).

1.33. "PAGA Notice" means Plaintiff's October 3, 2025, notice to Defendant and the LWDA pursuant to Labor Code section 2699.3, together with Plaintiff's November 26, 2025 amended PAGA notice to Defendant and the LWDA, collectively.

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, $30,000.00, allocated 35% to the Aggrieved Employees ($10,500.00) and the 65% to the LWDA ($19,500.00) in settlement of PAGA claims.

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

1.36. "Plaintiff" means Guadalupe Magdaleno, the named plaintiff in the Action.

1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38. "Preliminary Approval Order" means the proposed Order granting Preliminary Approval and Approval of PAGA Settlement.

1.39. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 5.4 below.

1.41. "Released Parties" means: Defendant, and each of its owners, related entities, affiliates, parents, subsidiaries, and investors, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, and assigns.

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

1.43. "Response Deadline" means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline.

1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.45. "Workweek" means any week during which a Class Member worked for Defendant, for at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

2. RECITALS

2.1. On October 3, 2025, Plaintiff commenced this Action by filing a complaint against Defendant for: (1) Failure to Pay Overtime Wages; (2) Failure to Pay Minimum Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Waiting Time Penalties; (6) Wage Statement Violations; (7) Failure to Timely Pay Wages; (8) Failure to Indemnify; and (9) Unfair Competition ("Action").

2.2. On October 3, 2025, Plaintiff filed with the LWDA and served on Defendant a notice under Labor Code section 2699.3, stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations ("PAGA Notice").

2.3. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

2.4. Prior to mediation Plaintiff obtained, through informal discovery: (a) a sampling of time and payroll records for Class Members; (b) employee list reports; (c) data points, including the number of putative class members workweeks and shifts during the class period, the number of putative class members separated during the waiting time penalty period, the total number of pay periods in the wage statement penalty period, the number of pay periods in the PAGA period, and the average hourly rate of pay; (d) wage and hour policy documents; and (e) all documents pertaining to Plaintiff available to Defendant.

2.5. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.6. On April 15, 2026, the Parties participated in an all-day mediation presided over by Allison Eckstrom. The mediation was successful, and the Parties agreed to globally resolve all class and PAGA claims in the Action. As part of this Agreement, the Parties agree to stipulate to Plaintiff's filing of a First Amended Complaint in the Class Action, adding all allegations brought

in the PAGA Notice, thereby effectively consolidating the class and PAGA claims for purposes of Settlement (hereinafter, the "Action"). The First Amended Complaint was filed on June 24, 2026, and is the operative complaint in the Action ("Operative Complaint").

2.7. The Court has not granted class certification.

2.8. To their knowledge after reasonable inquiry, the Parties, Class Counsel, and Defense Counsel are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Defendant promises to pay $300,000.00 as the Gross Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To Plaintiff: A Class Representative Service Payment to Plaintiff of not more than $10,000.00, in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiff is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. The Class Representative Service Payment is expressly conditioned upon Plaintiff's execution of the general release and Civil Code section 1542 waiver set forth in this Agreement. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments prior to the Final Approval Hearing. If the Court

approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this Agreement, is currently estimated to be $105,000.00 and a Class Counsel Litigation Expenses Payment of not more than $40,000.00, subject to Court approval. The Parties agree that there will be no increase to the Gross Settlement Amount or any other monetary obligation of the Defendant, subject to 8.1 of this Agreement. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and shall hold Defendant harmless and indemnify Defendant from any dispute or controversy regarding any division or sharing of any of these Payments. There will be no additional charge of any kind to the Settlement Class Members or request for additional consideration from Defendant for such work. If either party materially breaches this Agreement then the prevailing party shall be entitled to reasonable attorneys' fees and costs. Should the

Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed $4,130.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $4,130.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"), with 45% allocated to penalties and 45% allocated to interest. The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $30,000.00 to be paid from the Gross Settlement Amount, with 65% ($19,500.00)

allocated to the LWDA PAGA Payment and 35% ($10,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties, $10,500.00, by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 25 Class Members who collectively worked a total of 2,500 Workweeks, and 13 Aggrieved Employees who worked a total of 365 PAGA Pay Periods.

4.2. Class Data. Not later than 7 days after full execution of this Agreement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to promptly notify the Administrator, Class Counsel, and Defense Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts,

in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. The Administrator will calculate Defendant's employer payroll taxes and provide the total and basis of calculation to Defendant within seven (7) days of Final Approval. Defendant shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than forty-five (45) calendar days after Final Approval, assuming there are no objections, appeals, or other events delaying finality. If an objection or appeal delays the finality, the 45 days runs from the date the Judgment becomes final.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments, and the Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment

and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

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

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement. Payment of any Wage Portion under this Agreement shall not extend or otherwise alter any Class Member's period of employment for any purpose.

5. RELEASE OF CLAIMS

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendant fully funds the entire Gross Settlement Amount and funds all

employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. In consideration of the Settlement and the Class Representative Service Payment, Plaintiff, on behalf of Plaintiff and Plaintiff's former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, generally releases and forever discharges the Released Parties from any and all claims, demands, rights, liabilities, obligations, causes of action, damages, penalties, costs, expenses, and attorneys' fees of every kind and nature, whether known or unknown, suspected or unsuspected, fixed or contingent, that Plaintiff has or may have against any Released Party based on any act, omission, event, transaction, or occurrence arising on or before the date Plaintiff executes this Agreement, including, without limitation: (a) all claims that were, or reasonably could have been, alleged based on the facts contained in the Operative Complaint; and (b) all PAGA claims that were, or reasonably could have been, alleged based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claim or action to enforce this Agreement, any claim for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits, or any claim that cannot lawfully be released by private agreement. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2. Release by Participating Class Members: Upon Final Approval and payment of the Gross Settlement Amount and employer taxes by Defendant, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims, rights, demands, damages, liabilities, and causes of action, in law or in equity, asserted in the Operative Complaint or that could have been asserted in the Operative Complaint during the Class Period.

5.3. Except for the Released Class Claims described in Paragraph 5.2, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.4. Release by Aggrieved Employees: Upon Final Approval and payment of the Gross Settlement Amount and employer taxes by Defendant, all Aggrieved Employees, with respect to the PAGA Period, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA civil penalties (a) asserted in the PAGA Notice, and (b) asserted in the Operative Complaint or that could have been asserted in the Operative Complaint.

6. MOTION FOR PRELIMINARY APPROVAL

The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1. Defendant's Declaration in Support of Preliminary Approval. Within 7 days of full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator.

6.2. Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (s)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (s)(1)), this Agreement (Labor Code section 2699, subd. (s)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator.

6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary

Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to modify the Agreement with the Parties' written consent, and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. Plaintiff shall be solely responsible for selecting Apex Class Action Administration ("Apex") to serve as the Administrator. As a condition of appointment, Apex shall agree to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent, to their knowledge after reasonable inquiry, that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.3. Notice to Class Members

7.3.1. No later than three (3) business days after Preliminary Approval, the Administrator shall notify Class Counsel that the Class Data has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7.3.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after the later of Preliminary Approval or the Administrator's receipt of the finalized Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual

Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.3.3. Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.3.4. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.3.5. If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any person who believes that the person should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in good faith to determine whether that person satisfies the agreed Class definition. Only a person who satisfies the Class definition may be added as a Class Member. If the Parties agree that the person satisfies the Class definition, that person will be a Class Member entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring the person to exercise options under this Agreement not later than 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

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7.4. Requests for Exclusion (Opt-Outs).

7.4.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

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

7.4.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.4.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-

Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual PAGA Payment.

7.5. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.6. Objections to Settlement

7.6.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.6.2. Participating Class Members may send written objections to the Administrator, by mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

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

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

7.7.1. Website, Email Address and Toll-Free Number. The Administrator will maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails.

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

7.7.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The

Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.7.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.7.5. Administrator's Declaration. Before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.7.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

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8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendant estimates there are 25 Class Members who collectively worked a total of 2,500 Workweeks, and 13 Aggrieved Employees who worked a total of 365 PAGA Pay Periods.

8.1. Increase in Workweeks. Defendant represents that there are no more than 2,500 workweeks during the period from the beginning of the Class Period through mediation on April 15, 2026. In the event the number of workweeks during the Class Period increases by more than 10%, or 250 workweeks, then Defendant shall have the option of: (i) increasing the Gross Settlement Amount proportionally by the Workweeks worked in excess of 2,750 multiplied by the Workweek Value; or (ii) rolling back the end of the Class Period and PAGA Period to the date on which 2,750 Workweeks is reached. The Workweek Value shall be calculated by dividing the Gross Settlement Amount by 2,500. Thus, the Parties agree that the Workweek Value amounts to $120.00 per Workweek. ($300,000.00 / 2,500 Workweeks.) For example, should there be 2,800 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by $6,000.00 ((2,800 Workweeks – 2,750 Workweeks) x $120 per Workweek), unless Defendant elects option (ii) to roll back the end of the Class Period and PAGA Period to the date on which 2,750 Workweeks is reached. The Administrator shall provide the Parties with a written certification of the aggregate Workweek count, the supporting calculation, and, if applicable, the date on which 2,750 Workweeks is reached. Following receipt of the Administrator's written certification, Defendant shall notify the Administrator and Class Counsel in writing of its election regarding the above no later than 14 calendar days after receiving information from the administrator regarding the workweek count. No increase to the Gross Settlement Amount shall occur unless Defendant affirmatively elects option (i) in writing.

9. MOTION FOR FINAL APPROVAL

Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (s)(2), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall endeavor to provide drafts

of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement with the Party's written consent as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the

appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment. Unless Defendant otherwise agrees in writing, any additional Administration Expenses approved by the Court following remittitur shall be paid from the Gross Settlement Amount and shall not increase Defendant's total monetary obligation under this Agreement. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. AMENDED JUDGMENT

If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. ADDITIONAL PROVISIONS

11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any

grounds available and to contest Defendant's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.4. Integrated Agreement; Enforcement and Fee Waiver. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire

agreement between the Parties relating to the Settlement, superseding any and all prior oral or written representations, warranties, covenants, agreements, or inducements, including the Memorandum of Understanding, except to the extent expressly restated in this Agreement. The Parties intend this Agreement to be binding and enforceable under California Code of Civil Procedure section 664.6 and request that the Court retain continuing jurisdiction over the Parties and Settlement Class Members to enforce and effectuate the terms of this Agreement. The prevailing party in any motion or action based upon an alleged violation of a material term of this Agreement may recover reasonable attorneys' fees and costs. Except as expressly provided in this Agreement, Plaintiff and Defendant each waive any and all claims for fees, costs, indemnity, or contribution against Plaintiff, any Class Member, Class Counsel, Defendant, or Defense Counsel arising from the Action or the Settlement.

11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute documents reasonably required to effectuate the terms of this Agreement including any amendments. Counsel may agree to nonmaterial, procedural, or Court-requested changes that do not alter the Gross Settlement Amount, Class or Aggrieved Employee definitions, Class Period or PAGA Period, release scope, funding obligations, escalator rights, or any other material term. Any material amendment requires the written consent of Plaintiff and Defendant.

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

11.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or

encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

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

11.9. Modification of Agreement. This Agreement may be amended, modified, changed, or waived only by a written instrument agreed to by the Parties and, where required, approved by the Court. Notwithstanding the foregoing, Class Counsel and Defense Counsel may agree to nonmaterial, procedural, or Court-requested modifications that do not alter the Gross Settlement Amount, the Class or Aggrieved Employee definitions, the Class Period or PAGA Period, the scope of any release, Defendant's funding obligations, Defendant's rights under Paragraph 8.1, or any other material right or obligation of a Party. Any amendment, modification, change, or waiver affecting any such material term must be expressly approved in writing by Plaintiff and Defendant. Previously provided Party signatures may be reused only for nonmaterial modifications that do not alter the Parties' substantive rights or obligations.

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

11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting

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

11.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

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

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

11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree, pursuant to Code of Civil Procedure section 583.330, to extend the date to bring the case to trial under Code of Civil Procedure section 583.310 for the entire period of the settlement process.

11.19. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable, the remaining provisions shall remain enforceable, only to the extent the invalid provision is not material to the Settlement. If the invalid, illegal, or unenforceable provision affects a material right or obligation, the Agreement shall continue only upon the written agreement of Plaintiff and Defendant. Counsel

may agree on behalf of their respective clients to proceed following the invalidation of a nonmaterial provision.

IT IS SO AGREED:

Guadalupe Magdaleno
09/26/2026

Plaintiff, Guadalupe Magdaleno

For Defendant, Afeel Corporation

AGREED AS TO FORM ONLY:

David D. Bibiyan
Jason Rothman
Vedang J. Patel
Megan R. Lazar
Counsel for Plaintiff

David V. Luu
Rob Von Esch
Counsel for Defendant

may agree on behalf of their respective clients to proceed following the invalidation of a nonmaterial provision.

IT IS SO AGREED:

Plaintiff, Guadalupe Magdaleno	For Defendant, Afeel Corporation KEVIN THIHA

AGREED AS TO FORM ONLY:

David D. Bibiyan Jason Rothman Vedang J. Patel Megan R. Lazar Counsel for Plaintiff	David V. Luu Rob Von Esch Counsel for Defendant

EXHIBIT A

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

Guadalupe Magdaleno v. Afeel Corporation, et al.

(County of Orange, California Superior Court Case No. 30-2025-01516783-CU-OE-CXC)

As a current or former non-exempt, hourly-paid California employee of Afeel Corporation, you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action Settlement because the records of defendant Afeel Corporation ("Defendant"), show that you are a "Class Member" and, therefore, entitled to a payment from this class action settlement. Class Members are all persons currently or formerly employed by Defendant in the State of California during the period from October 3, 2021, through July 5, 2026 ("Class Period"), and who were classified by Defendant as either salaried non-exempt employees or hourly non-exempt employees during any portion of the Class Period. For purposes of this Agreement, employees who were classified as exempt salaried employees throughout the entire Class Period are excluded from the settlement class. Employees who were classified as salaried non-exempt employees during any portion of the Class Period shall be included for those pay periods in which they were classified as salaried non-exempt employees. Any employee whose classification is not specifically identified in Defendant's records as exempt or salaried non-exempt shall be treated as an hourly non-exempt employee for purposes of this Agreement.

- The settlement is to resolve a class action lawsuit, *Guadalupe Magdaleno v. Afeel Corporation, et al.*, pending in the Superior Court of California for the County of Orange, Case Number 30-2025-01516783-CU-OE-CXC (the "Lawsuit"), alleging causes of action against Defendant for: (1) Failure to Pay Overtime Wages; (2) Failure to Pay Minimum Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Waiting Time Penalties; (6) Wage Statement Violations; (7) Failure to Timely Pay Wages; (8) Failure to Indemnify; and (9) Unfair Competition. Plaintiff also seeks civil penalties under the California Labor Code Private Attorney's General Act of 2004 ("PAGA") for violations of Labor Code.

- On _____, the Orange County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendant vigorously denies the claims in the Lawsuit and contends that it fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, receive no Individual Class Payment, and retain any right you may have to pursue the Class Released Claims individually. If you are also an Aggrieved Employee—meaning you were employed by Defendant in California during the PAGA Period from October 3, 2023 through the end of the Class

	Period and were classified as salaried non-exempt or hourly non-exempt during any portion of that period—you will still receive any Individual PAGA Payment and remain bound by the PAGA release even if you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may submit a written objection to the Settlement Administrator by [redacted], explaining why you object to the settlement. Your objection will be provided to counsel and the Court. You or your attorney may also address the Court during the Final Approval Hearing scheduled for [redacted] in Department CX102 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement.

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held at [redacted], in the Civil Complex Center Courthouse of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701, in Department CX102. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendant's records show that you currently work, or previously worked, for Defendant as a non-exempt employee, whether paid hourly or on a salary basis, in the State of California at some point during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

What is This Case About?

Guadalupe Magdaleno was an hourly-paid, non-exempt employee of Defendant. He is the "Plaintiff" in this case and is suing on behalf of himself and Class Members for Defendant's alleged (1) Failure to Pay Overtime Wages; (2) Failure to Pay Minimum Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Waiting Time Penalties; (6) Wage Statement Violations; (7) Failure to Timely Pay Wages; (8) Failure to Indemnify; and (9) Unfair Competition.

Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiff also seeks penalties under California Labor Code Private Attorneys General Act ("PAGA").

Defendant denies all the allegations made by Plaintiff and denies that it violated any law. The Court has made no ruling on the merits of Plaintiff's claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Summary of the Settlement Terms

Plaintiff and Defendant have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of $300,000.00, unless increased pursuant to the Settlement Agreement. The Gross Settlement includes: (1) Settlement Administration Expenses up to $4,130.00 (2) a Class Representative Service Payment of up to $10,000.00 to Plaintiff; (3) a Class Counsel Fees Payment of up to 35% of the Gross Settlement Amount, or $105,000.00 unless the Gross Settlement Amount is increased; (4) a Class Counsel Litigation Expenses Payment of up to $40,000.00, according to proof; and (5) $30,000.00 allocated to PAGA penalties Of the PAGA allocation, sixty-five percent (65%), or $19,500.00will be paid to the LWDA, and thirty-five percent (35%), or $10,500.00, will be distributed to Aggrieved Employees. Based on the current estimates and maximum requested deductions, approximately $110,870.00 will be available for distribution to Participating Class Members as the Net Settlement Amount.

Defendant represents that there are no more than 2,500 workweeks during the period from the beginning of the Class Period through mediation on April 15, 2026. In the event the number of workweeks during the Class Period increases by more than 10%, or 250 workweeks, then Defendant shall have the option of: (i) increasing the Gross Settlement Amount proportionally by the Workweeks worked in excess of 2,750 multiplied by the Workweek Value; or (ii) rolling back the end of the Class Period and PAGA Period to the date on which 2,750 Workweeks is reached. The Workweek Value shall be calculated by dividing the Gross Settlement Amount by 2,500. Thus, the Parties agree that the Workweek Value amounts to $120.00 per Workweek. ($300,000.00 / 2,500 Workweeks.) For example, should there be 2,800 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by $6,000.00 ((2,800 Workweeks – 2,750 Workweeks) x $120 per Workweek), unless Defendant elects option (ii) to roll back the end of the Class Period and PAGA Period to the date on which 2,750 Workweeks is reached. The Administrator shall provide the Parties with a written certification of the aggregate Workweek count, the supporting calculation, and, if applicable, the date on which 2,750 Workweeks is reached. Following receipt of the Administrator's written certification, Defendant shall notify the Administrator and Class Counsel in writing of its election under regarding the above no later than 14 calendar days after receiving information from the administrator regarding the workweek count. No increase to the Gross Settlement Amount shall occur unless Defendant affirmatively elects option (i) in writing.

Distribution to Class Members

Class Members who do not opt out will receive a pro rata payment of the Net Settlement Amount based on the number of Workweeks worked by Class Members for Defendant in California during the Class Period ("Eligible Workweeks"). Specifically, Class Members' payments will be calculated by dividing the Net Settlement Amount by the total number of Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Class Member's Eligible Workweeks. Otherwise stated, the formula for a Class Member is: (Net Settlement Amount ÷ total Settlement Class Eligible Workweeks) × Class Member's Eligible Workweeks. In addition, Class Members who worked during the PAGA Period (i.e., Aggrieved Employees) will receive a pro rata share of the $10,500.00 allocated as PAGA penalties, whether or not they opt out, based on the number of Pay Periods worked by each Aggrieved Employee during the PAGA Period.

Defendant's records indicate that you worked [Eligible Workweeks] Workweeks as a non-exempt, hourly-paid employee in California during the Class Period and [Eligible Pay Periods] Pay Periods during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [$Estimated Award] and your estimated payment as an Aggrieved Employee would be [$Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [Response Deadline]. Please include any documentation you have that you contend supports your dispute. You should send copies rather than originals because the documents will not be returned to you.

Tax Reporting

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on IRS Form 1099. 10% of each Settlement Payment to Class Members who do not opt out will be allocated as wages and reported on an IRS Form W-2, and 90% will be allocated as penalties and interest reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks will be cancelled and the funds associated will be transmitted to the California State Controller's Unclaimed Property Fund, in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384 subd. (b).

Your Options Under the Settlement

Option 1 – *Do Nothing and Receive Your Payment*

If you do not opt out, you are automatically entitled to your Individual Class Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your Individual Class Payment calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Class Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above**.

Class Members who do not submit a valid and timely Request for Exclusion under Option 2 will, upon Final Approval and payment by Defendant to the Settlement Administrator, be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from all Released Claims the Class Member may have or had.

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

Class Released Claims: Upon Final Approval and payment of the Gross Settlement Amount and employer taxes by Defendant, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims, rights, demands, damages, liabilities, and causes of action, in law or in equity, asserted in the Operative Complaint or that could have been asserted in the Operative Complaint during the Class Period ("Class Released Claims").

PAGA Released Claims: Upon Final Approval and payment of the Gross Settlement Amount and employer taxes by Defendant, all Aggrieved Employees, with respect to the PAGA Period, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA civil penalties (a) asserted in the PAGA Notice, and (b) asserted in the Operative Complaint or that could have been asserted in the Operative Complaint ("PAGA Released Claims").

"Released Parties" means Defendant, and each of its owners, related entities, affiliates, parents, subsidiaries, and investors, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, and assigns.

Option 2 – *Opt Out of the Settlement*

If you do not wish to receive your Individual Class Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. You may submit your written request for exclusion by completing the Request for Exclusion form attached to this Notice and mailing it to the Administrator. Your written request must include your name, address, email address or telephone number, and any statement standing for the proposition that you do not wish to participate in the settlement. Sign, date, and mail your written request for exclusion to the address below.

[Settlement Administrator]
[Mailing Address]

To be valid, your written request for exclusion must be mailed and postmarked to the Administrator not later than [RESPONSE DEADLINE].

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are an Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

Option 3 – *Submit an Objection to the Settlement*

If you wish to object to the Settlement, you may submit an objection in writing by mail, stating why you object to the Settlement. Your written objection must provide your name, address, signature, a statement of whether you plan to appear at the Final Approval Hearing, and a statement of the reason(s), along with whatever legal authority, if any, why you believe that the Court should not approve the Settlement. You may submit a written objection by completing the Objection to Settlement form attached to this Notice and mailing it to the Administrator. Your written objection must be mailed to the Administrator no later than [RESPONSE DEADLINE]. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Even if you don't submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court.

Option 4 –*Dispute the Number of Pay Periods and/or PAGA Pay Periods*

If you wish to challenge the number of Class pay periods and PAGA Pay Periods (if any) allocated to you, you may communicate your challenge(s) to the Administrator in writing by mail. You may use the Workweek and PAGA Pay Period Dispute Form attached to this Notice. You are encouraged to submit supporting documentation you have. Your written dispute must be sent by U.S. Mail to the Settlement Administrator and postmarked no later than [RESPONSE DEADLINE]. The dispute should include: (i) your full full name, current address, and signature; (ii) the Action name and case number; (iii) the number of pay periods the Class Workweeks and/or PAGA Pay

Periods you believe is correct; and (iv) an explanation of why you believe Defendants' calculation is incorrect, together with any supporting documentation you have. The Settlement Administrator will resolve the dispute and make a final and binding determination without a hearing or right of appeal.

Final Approval Hearing

You may, if you wish, appear at the Final Approval Hearing set for _____ at ____ a.m. in Department CX102 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video athttps://www.occourts.org/general-information/remote-appearance-information. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class Action Settlement 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 call the Settlement Administrator at [PHONE NUMBER] or Class Counsel, whose information appears below:

BIBIYAN LAW GROUP, P.C.
Vedang J. Patel (SBN 328647)
vedang@tomorrowlaw.com
Megan R. Lazar (SBN 315007)
megan@tomorrowlaw.com
Alexa R. Guzman (SBN 327306)
aguzman@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Tel: (310) 438-5555; Fax: (310) 300-1705

You may also visit the Settlement Administrator's website at [WEBSITE] to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected in Department CX102 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701, during regular business hours of each court day. You may also obtain these documents through the Court's website at https://www.occourts.org/online-services/case-access/civil-case-access.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.

Request for Exclusion Form

Guadalupe Magdaleno v. Afeel Corporation, et al.

Orange County Superior Court Case No. 30-2025-01516783-CU-OE-CXC

Use this optional form only if you wish to exclude yourself from the class settlement. You may instead mail a signed letter that reasonably communicates your desire to be excluded and includes your name, address, and email address or telephone number.

If you exclude yourself, you will not receive an Individual Class Payment and will not release the Class Released Claims. If you are an Aggrieved Employee, however, you will still receive any Individual PAGA Payment and will remain bound by the PAGA Released Claims. An Aggrieved Employee cannot opt out of the PAGA portion of the Settlement.

Request

I confirm that I worked for Afeel Corporation, in the State of California as a non-exempt employee at some point between the period of October 3, 2021, through July 5, 2026. I request exclusion from the class settlement in Guadalupe Magdaleno v. Afeel Corporation, et al. I understand that I will not receive an Individual Class Payment or be entitled to object to the class settlement. I further understand that, if I am an Aggrieved Employee, I will still receive any Individual PAGA Payment and will be bound by the PAGA Released Claims.

Class Member Information

Print full name: _____ Signature: _____

Street address: _____ Date: _____

City, state, ZIP: _____ Telephone: _____

Email: _____ Employee ID (optional): _____

This request must be signed. The Settlement Administrator may contact you if additional information is reasonably necessary to verify your identity or request.

Your Request for Exclusion must be mailed and postmarked no later than [RESPONSE DEADLINE].

Mail this signed Request for Exclusion to:

Guadalupe Magdaleno v. Afeel Corporation, et al.
Settlement Administrator
c/o Apex Class Action Administration
[MAILING ADDRESS]

Objection to Settlement Form

Guadalupe Magdaleno v. Afeel Corporation, et al.

Orange County Superior Court Case No. 30-2025-01516783-CU-OE-CXC

Use this optional form only if you wish to object to the proposed class settlement. You may object only if you remain a Participating Class Member. Do not submit a Request for Exclusion if you wish to object. You may instead send a written objection containing the same identifying information and the reasons for your objection. If your objection is overruled, then you will be included as a Participating Class Member and have your pertinent Class Claims released.

You may appear at the Final Approval Hearing and present a verbal objection even if you do not submit a written objection. Attendance is not required.

I confirm that I worked for Afeel Corporation, in the State of California as a non-exempt employee at some point between the period of October 3, 2021, through July 5, 2026.

Basis for Objection

Explain why you believe the Court should not approve the Settlement. You may identify any supporting facts or legal authority.

_____

_____

_____

_____

_____

Appearance at Final Approval Hearing

I presently plan to appear at the Final Approval Hearing: ☐ Yes ☐ No ☐ Undecided

Class Member Information

Print full name: _____ Signature: _____

Street address: _____ Date: _____

City, state, ZIP: _____ Telephone: _____

Email: _____ Employee ID (optional): _____

Your written objection must be mailed and postmarked no later than [RESPONSE DEADLINE].

Mail this signed objection to:

Guadalupe Magdaleno v. Afeel Corporation, et al.
Settlement Administrator
c/o Apex Class Action Administration
[MAILING ADDRESS]

Workweek and PAGA Pay Period Dispute Form

Guadalupe Magdaleno v. Afeel Corporation, et al.

Orange County Superior Court Case No. 30-2025-01516783-CU-OE-CXC

Use this optional form only if you dispute the number of Class Workweeks or PAGA Pay Periods shown in your Class Notice. A Class Workweek is any week in which you worked for Defendant for at least one day during the Class Period. A PAGA Pay Period is any pay period in which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

Class Period means October 3, 2021 through July 5, 2026.

PAGA Period means October 3, 2023 through the end of the Class Period.

You are encouraged, but not required, to attach copies of supporting documents. Do not send originals because they will not be returned. The Settlement Administrator will make the final determination based on the available records and information.

Workweeks and Pay Periods

Category	Shown in Notice	Your Calculation
Class Workweeks	_____	_____
PAGA Pay Periods	_____	_____

Explanation and Supporting Information

_____

_____

_____

Class Member Information

Print full name: _____ Signature: _____

Street address: _____ Date: _____

City, state, ZIP: _____ Telephone: _____

Email: _____ Employee ID (optional): _____

Your written dispute must be mailed and postmarked no later than [RESPONSE DEADLINE].

Mail this signed dispute form to:

Guadalupe Magdaleno v. Afeel Corporation, et al.
Settlement Administrator
c/o Apex Class Action Administration
[MAILING ADDRESS]