CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs Ruth Joy Segovia, Faranak Kianfar, Diemvy Pham, Lisa Mathews Fitzgibbons, Cynthia Guerrero, and Rene Amel Peralta (collectively "Plaintiffs"), and Artemis Headlands, LLC ("Artemis Headlands"). The Agreement refers to Plaintiffs and Artemis Headlands collectively as "Parties" or individually as "Party."

1. <u>DEFINITIONS</u>.

1.1 "Action" means Plaintiffs' lawsuit alleging wage and hour violations against defendants captioned *Ruth Joy Segovia, Faranak Kianfar, Diemvy Pham, Lisa Mathews Fitzgibbons, Cynthia Guerrero, and Rene Amel Peralta; as individuals, and on behalf of others similarly situated v. Artemis Headlands, LLC; Mauro Ormedilla; and DOES 1 through 25*, San Diego County Superior Court Case No. 24CU020914C, and will be amended to include PAGA allegations in accordance with the Parties' agreement relating to the same, including as reflected in this Agreement. The "Complaint" refers to the final amended pleading in the Action. The Action will be deemed certified for settlement purposes only.

1.2 "Administrator" means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

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 "Amended Complaint" refers to the agreed-to amended complaint Plaintiff will file in the Action that will reflect and include the Supplemental Allegations.

1.5 "LWDA Letter" refers to the LWDA letter Plaintiffs filed with the California Labor Workforce & Development Agency which reflected and included the Supplemental Allegations.

1.6 "Class" means all individuals who are or were employed by Artemis Headlands as non-exempt hourly employees in California during the Class Period.

1.7 "Class Counsel" means Brooke B. Nevels and Christopher E. Nichols of Nevels Nichols, LLP.

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

1.9 "Class Data" means the class members' identifiable information in Artemis Headlands' possession, including each class member's name, last-known mailing address, social security number, and number of class period workweeks and PAGA pay periods.

1.10 "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 a PAGA Member).

1.11 "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.

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

1.13 "Class Period" means the period from February 5, 2021, through the earlier of preliminary approval or 60 days after of the date this Agreement is signed by all Parties.

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

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

1.16 "Court" means the Superior Court of California, County of San Diego.

1.17 "CRU 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 a PAGA Member), who was assigned to and worked primarily or exclusively in the CRU department with Defendat Artemis Headlands, LLC. If there is any conflict about whether a Participating Class Member or Non-Participating Class Member is also a CRU Class Member, that conflict shall be resolved exclusively by Defendant's records. A Non-CRU Class Member is a Participating Class Member or Non-Participating Class Member who is not a CRU Class Member.

1.18 "Defendants" means Artemis Headlands, LLC and Mauro Ormedilla.

1.19 "Defense Counsel" means James C. Fessenden of Fisher & Phillips LLP.

1.20 "Effective Date" means the later of (a) the last date to appeal final approval and judgment by the Court and no appeal is filed; or (b) if an appeal, review or writ is sought from the Judgment, the day after the Judgment is affirmed or the appeal, review or writ is dismissed or denied, and the Judgment is no longer subject to further judicial review.

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

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

1.23 "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.24 "Gross Settlement Amount" means $485,000, which is the total settlement amount to be paid under the Settlement except as provided in Paragraph 8 below, and subject to Final Approval. 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 the Administrator's Expenses. Employer-side payroll taxes shall be separately paid and are not included in the Gross Settlement Amount. The Settlement is non-reversionary.

1.25 "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.

1.26 "Individual PAGA Payment" means the PAGA Member's pro rata share of 35% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

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

1.28 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

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

1.30 "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 the Administration Expenses Payment. The Net Settlement Amount is to be divided among and paid to Participating Class Members as Individual Class Payments.

1.31 "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.

1.32 "PAGA Member" means all individuals who are or were employed by Artemis Headlands as non-exempt hourly employees in California during the PAGA Period.

1.33 "PAGA Pay Period" means any Pay Period during which a PAGA Member worked for Artemis Headlands for at least one day during the PAGA Period.

1.34 "PAGA Period" means the period from October 31, 2023, through either the date of preliminary approval or 60 days after the effective date of this Agreement.

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

1.36 "PAGA Notice" means Plaintiffs' letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.37 "PAGA Penalties" means the total amount of PAGA civil penalties of $30,000, which is to be paid from the Gross Settlement Amount, allocated 35% to the PAGA Members ($10,500) to fund all Individual PAGA Payments (the "Individual PAGA Allocation") and 65% to the LWDA ($19,500) to fund the LWDA PAGA Settlement (the "LWDA PAGA Payment") in settlement of the PAGA claims.

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

1.39 "Plaintiffs" mean Ruth Joy Segovia, Faranak Kianfar, Diemvy Pham, Lisa Mathews Fitzgibbons, Cynthia Guerrero, and Rene Amel Peralta, the named Plaintiffs in the Action.

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

1.41 "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of the PAGA Settlement.

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

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

1.44 "Released Parties" means (a) Defendant Artemis Headlands, LLC, (b) Defendant Artemis Headlands' heirs, former, present, and future parents, owners, subsidiaries, and affiliated companies, and (c) each of their officers, directors, employees and shareholders, specifically including Mauro Ormedilla.

1.45 "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.

1.46 "Response Deadline" means 45 days after the Administrator mails Notice to Class Members and PAGA Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or 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 14 calendar days beyond the Response Deadline has expired.

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

1.48 "Supplemental Allegations" are allegations and claims for all penalties available under the California Private Attorney's General Act of 2004 based on facts and claims currently in the Action. Specifically, the Supplemental Allegations include claims and causes of action for PAGA penalties based on the following theories: (1) Failure to Pay Minimum and Overtime Compensation in violation of Cal. Lab. Code §§ 510, 1194, 1997, 1197.1, and 1198; (2) Failure to Provide Accurate Itemized Wage Statements in Violation of Cal. Lab. Code § 226; (3) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201-203; (4) Failure to Provide Meal and Rest Breaks in Violation of Cal. Lab. Code §§ 226.7, 512; and (5) Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802.

1.49 "Workweek" means the total number of weeks during which a Class Member actually worked for Artemis Headlands during the Class Period.

2. <u>RECITALS</u>.

2.1 On October 31, 2024, Plaintiffs filed suit in San Diego Superior Court, asserting claims against Defendants alleging: (1) unfair competition in violation of Cal. Bus. & Prof. Code §§ 17200 *et seq*.; (2) failure to pay overtime wages; (3) failure to pay sick time wages; (4) failure to provide meal periods; (5) failure to provide rest breaks; (6) failure to provide accurate itemized wage statements; (7) failure to pay all wages due upon separation of employment; (8) failure to reimburse for necessary business expenses, and (9) retaliation in violation of Cal. Lab. Code § 1102.5.

2.2 The Parties then agreed to mediation, and stayed the matter pending mediation;

2.3 On May 20, 2025, the Parties participated in a mediation presided by the Honorable Lisa Cole, which was unsuccessful.

2.4 On August 14, 2025 the Parties participated in an mediation presided over by Kelly Knight Esq., which led to this Agreement to settle the Action.

2.5 On October 9, 2025, Plaintiff filed the LWDA Letter which outlined the Supplemental Allegations.

2.6 Prior to mediation, Artemis Headlands produced Plaintiffs through informal discovery the time and corresponding pay records for all the putative Class Members, relevant policies, and the total number of Class Periods Employees and Workweeks worked during the Class Period.

2.7 The Court has not granted class certification.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Artemis Headlands will pay $485,000, and no more as the Gross Settlement Amount. Employer-side payroll taxes owed on the Wage Portions of the Individual Class Payments will be separately paid by Artemis Headlands outside of the Gross Settlement Amount. There is 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 PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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 Order:

3.2.1 To Plaintiffs: Class Representative Service Payment to the Class Representatives of $30,000 or not more than $5,000 per Plaintiff (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. 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. Plaintiffs assumes full responsibility and liability for all employee taxes owed on the Class Representative Service Payment.

3.2.2 To Plaintiff Segovia: For Plaintiff Segovia's claim of Retaliation in Violation of Cal. Lab. Code § 1102.5, a payment of $20,000. Defendants will not oppose Plaintiff Segovia's request for a payment of $20,000 for her claim for Retaliation. If the Court approves a payment for the Retaliation claim less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the payment for the Retaliation claim using IRS Form 1099. Plaintiff Segovia assumes full responsibility and liability for all employee taxes owed on the payment for the Retaliation claim.

3.2.3 To Class Counsel: A Class Counsel Fees Payment of not more than $161,650.50 (representing 33.33% of the Gross Settlement Amount), and a Class Counsel Litigation Expenses Payment of not more than $30,000. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. 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 Plaintiffs' Counsel arising from any claim to any portion any Class Counsel

Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel 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 holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.4 To the Administrator: An Administrator Expenses Payment not to exceed $15,000 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 of less than $15,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.

3.2.5 To Each Participating Class Member: An Individual Class Payment is calculated as follows:

3.2.5.1 For CRU Class Members: (a) multiply the Net Settlement Amount by .75; (b) divide that product by the total number of Workweeks worked by all CRU Class Members during the Class Period; and (c) multiplying the result by each individual Participating CRU Class Member's Workweeks.

3.2.5.2 For Non-CRU Class Members: (a) multiply the Net Settlement Amount by .25; (b) divide that product by the total number of Workweeks worked by all Non-CRU Class Members during the Class Period; and (c) multiplying the result by each individual Participating Non-CRU Class Member's Workweeks.

3.2.5.3 Tax Allocation of Individual Class Payments. 20% 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. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for all interest and penalties (the "Non-Wage Portion"). 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.

3.2.6 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 according to their respective Workweeks.

3.2.7 To the LWDA and Covered Employees: PAGA Penalties in the amount of $30,000 will be paid from the Gross Settlement Amount, with 65% allocated to the LWDA PAGA Payment and 35% allocated to the Individual PAGA Payments.

3.2.7.1 The Administrator will calculate each Individual PAGA Payment by dividing the Individual PAGA Allocation ($10,500) by the total number of PAGA Period Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Period Pay Periods to determine each Individual PAGA Payment allocation. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.7.2 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 PAGA Member Pay Periods. Based on a review of its records as of August 13, 2025, which was the day before mediation, Artemis Headlands estimates that Class Members collectively worked a total of 11,783 Workweeks.

4.2 Class Data. No later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Artemis Headlands will deliver the Class Data to the Administrator in 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. The Class Data is not to be provided to Plaintiffs or Class Counsel. Artemis Headlands will notify the Administrator 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. In the event of an error, 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 Settlement Administrator will provide wire transfer information no more than three (3) days after the Effective Date. The Gross Settlement Amount shall be fully funded by transmitting the funds to the Administrator no later than ten (10) court days after the Effective Date, provided the Settlement Administrator has provided the wire transfer information at least five court days in advance.

4.4 Payments from the Gross Settlement Amount. Within ten days after the Gross Settlement Amount is funded, the Administrator will mail checks or initiate wire transfers 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 Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual Class Payments and send them to Participating Class Members. The Administrator will issue checks for the Individual PAGA Payments and send them to all Settlement Class Members. All checks are to be sent 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 PAGA Members including Non-Participating Class Members who qualify as PAGA Members (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 a USPS forwarding address. Within seven 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 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 Nothing in this Agreement, including but not limited to payment of Individual Class Payments and Individual PAGA Payments, shall obligate Artemis Headlands or any other party released under this Agreement to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) other than what is specified in this Agreement.

5. **<u>RELEASES OF CLAIMS</u>**. Effective on the date when the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments are fully funded, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 <u>Release by Plaintiffs</u>. In consideration of Plaintiffs' awarded Class Representative Service Payment, Plaintiffs' Individual Class Payment, and the other terms and conditions of the Settlement, as of the date the Settlement becomes Final and is fully funded, Plaintiffs, agree to a general release of all claims against all Released Parties. More specifically, Plaintiffs, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from any and all claims, rights, demands, liabilities, and causes of action, whether known or unknown. Without limiting the generality of the foregoing, Plaintiffs' general release includes a release of all claims arising from the same set of operative facts as those alleged in the Action, the operative complaints, the consolidated complaint, or the applicable LWDA letters, including those claims which could have been asserted based on the facts alleged in the Action, the operative complaints, the consolidated complaint, or LWDA letters. Plaintiffs' general release also includes a release of all claims related to their employment with Artemis Headlands and/or any other party released by this Agreement, and the cessation thereof. Expressly excluded from Plaintiffs' release are any claims for workers' compensation benefits, unemployment insurance benefits, and any other claims that cannot be released by law.

5.2 <u>Release by Participating Class Members.</u> In consideration for the consideration provided herein, including but not limited to the promise to pay the Individual PAGA Payment and/or the Individual Class Payment as of the date the Settlement becomes Final, all Class Members (other than those Class Members who timely and validly elected not to participate in the Settlement) release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims, rights, demands, liabilities, penalties, and causes of action, whether known or unknown, whether alleged or not, arising from the same set of operative facts as those alleged in pleadings filed in the Action, including but not limited to the Complaint as will be amended to include class-action claims pursuant to the parties' agreement, or the applicable LWDA letters, including those claims which could have been asserted based on the facts alleged in the pleadings filed in the Action, including but not limited to the Complaint as will be amended to include class-action claims pursuant to the parties' agreement, as well as the LWDA letters including amended LWDA letters related to the Action through the Release Period. Moreover, this release includes a court-approved release of all claims under the Private Attorney General Act of 2004 ("PAGA") for all PAGA penalties that were sought in the Action, and/or could be recovered based on any allegation or cause of action alleged in the Action. Further, all Settlement Class Members shall release all claims under Labor Code sections 201, 202, 203, 204, 204.1, 210, 218.6, 221, 226 subd. (a), 226.3, 226.7, 256, 510, 511, 512, 516, 551, 552, 558, 1174, 1174.4, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 2803, 2804, and Business & Professions Code section 17200 and any applicable Wage Order based on the factual allegations alleged in the Action.

5.3 Release by Class Members Who Are PAGA Members, Including Non-Participating Class Members. As of the date the Settlement becomes Final, all Settlement Class Members, including but not limited to all Non-Participating Class Members who are PAGA Members, will release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns any and all claims for civil penalties under PAGA against the Released Parties that arise out of or reasonably relate to the claims and/or causes of action alleged in the Action or that could have been alleged based on the factual allegations in the Action or any later-filed Complaint filed in the Action (the "Released PAGA Claims"). All PAGA Members who worked for Defendants during the PAGA Period will release the PAGA claims described herein and will receive a portion of the amount set aside as PAGA penalties, regardless of whether they opt out of the release of the Class Claims. All PAGA Members also release all claims for all PAGA penalties based on alleged violations of Labor Code sections 201, 202, 203, 204, 204.1, 210, 218.6, 221, 226 subd. (a), 226.3, 226.7, 256, 510, 511, 512, 516, 551, 552, 558, 1174, 1174.4, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 2803, 2804.

5.4 With respect to the Plaintiffs' Released Claims only, the Parties stipulate and agree that the Plaintiffs shall have, by operation of the judgment and approval order entered by the Court, waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of section 1542 of the California Civil Code, which provides:

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

The Plaintiffs shall be deemed to have acknowledged that this Settlement Agreement is intended to waive and release all released claims that they do not know or suspect to exist in their favor at the time of the approval of this Settlement Agreement.

6. **MOTION FOR PRELIMINARY APPROVAL.** Within a reasonable time, Plaintiffs will move for an order giving preliminary approval of the Settlement ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 Amended Complaint. Before filing a motion for preliminary approval, Plaintiffs will file an Amended Complaint that contains and recites, in addition to all allegations currently alleged in the Action, all of the Supplemental Allegations as against Defendants. Plaintiffs and Class Counsel will provide to counsel for Defendants a redlined version of a proposed amended complaint that contains the Supplemental

Allegations and Supplemental Class Definition. Once acceptable to both parties, Plaintiffs and Defendants will agree to a stipulation for filing the Amended Complaint. Plaintiffs will provide a draft proposed Amended Complaint no later than three business days after signing this Agreement.

6.2 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel a draft proposed Order Granting Preliminary Approval of the class and PAGA Settlement.

6.3 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing 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 order 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 in person or by telephone, 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 in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees 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 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.

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

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 15 days after receiving the 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 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.

7.4.3 Not later than 5 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.

7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 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.

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

7.5 <u>Requests for Exclusion (Opt-Outs)</u>

7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 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 faxed, emailed, or postmarked by the Response Deadline.

7.5.2 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.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion accepted by the Administrator 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' Release under Paragraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice, cashes any settlement check, or objects to the Settlement.

7.5.4 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 PAGA Members are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.5.5 <u>Requests for Exclusion (Opt-outs) and Exclusion List</u>. The Administrator will promptly review Requests for Exclusion on a rolling basis to ascertain their validity. Not later than 10 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.6 <u>Challenges to Calculation of Workweeks</u>. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 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 fax, email or mail. The Administrator will 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 by anyone including Settlement Class Members. 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.

7.7 Objections to Settlement.

7.7.1 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.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or 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 14 days for Class Members whose Class Notice was re-mailed).

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

7.8 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.

7.8.1 Email Address and Toll-Free Number. The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 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.

7.8.3 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.

7.8.4 Administrator's Declaration. Not later than 14 days before the date by which Plaintiffs is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion 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.

7.8.5 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 15 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.

8. **ESCALATOR CLAUSE.** It has been estimated that the actual weeks worked by the Settlement Class through the mediation date is approximately 11,783 workweeks. In the event the qualifying workweeks worked by Class Members during the Class Period increase by more than 10%, Defendant shall have the option to either: (i) increase the GSA on a pro- rata basis equal to the percentage increase in the number of workweeks worked by the Class Members above 10% (for example, if the number of workweeks increases by 11%, the GSA will increase by 1%) and receive a release consistent with the terms set forth herein, or (ii) shorten the release period to an earlier date at which only the represented number of workweeks plus 10% are covered by the Class Period;

9. **DEFENDANTS'S RIGHT TO WITHDRAW.** If 10% or more of the Class Members, validly elect not to participate in the Settlement, Defendants will have the right to rescind the Settlement at its discretion, and the Settlement and all actions taken in its furtherance will be null and void. Defendants must exercise this right within 15 days after the Settlement Administrator notifies the parties that the number of opt-outs has met or exceeded 10%, which the Settlement Administrator will do within 10 days after the deadline for submission of opt-outs. If Defendants exercises the right to rescind, it will be responsible for the costs of administration of the Settlement incurred through that time.

10. **MOTION FOR FINAL APPROVAL**. Not later than 16 court days before the scheduled Final Approval Hearing, Plaintiffs 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. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval").

10.1 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 five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court. Class Counsel will oppose any objection and defend the settlement in good faith.

10.2 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 attempt to address the Court's concerns. 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.

10.3 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.

10.4 Waiver of Right to Appeal. The parties waive all appeals from the final approval of the Settlement unless the Court materially modifies the Settlement, except that Plaintiffs and Class Counsel may appeal from an order by the Court that materially reduces the amounts sought for the Class Representative Payment or the Class Counsel Fees or Expenses Payment. Such an order or affirmance of such an order will not entitle Plaintiffs or the Class to void the Settlement, and any appeal will be limited to the court's award. Defendants' payment obligation under the Settlement will be suspended pending an appeal of the Judgment, except that at its discretion Defendants may agree that the settlement will proceed in full as it relates to distributing to the Individual Class Payment and the Individual PAGA Payment to Participating Class Members.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing appellate 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 provided no Individual Class Payment and no Individual PAGA Payment have been distributed to Participating Class Members. The Parties shall nevertheless expeditiously work together in good faith to attempt to address the appellate court's concerns, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur that would not have been incurred but for the appellate review. 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.

11. **AMENDED JUDGMENT.** If an 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.

12. **ADDITIONAL PROVISIONS.**

12.1 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that this Action may be deemed certified for settlement purposes only as provided herein, and 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, Defendants reserves the right to contest certification of any class for any reasons, and Defendants reserves all available defenses to the claims in the Action, and Plaintiffs reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit or encourage 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.

12.3 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.4 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs 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 any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.5 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 as agreed by the Parties, 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.

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

12.7 No Tax Advice. Neither Plaintiffs, 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.

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

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

12.10 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.

12.11 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.

12.12 Confidentiality. Plaintiffs and their attorneys agree not to issue any press or other media releases or talk to the press or media regarding the Settlement, and Plaintiffs' attorneys agree not to publicize the Settlement on their website, their social media, or otherwise. In addition, prior to filing of the Motion for Preliminary Approval, Plaintiffs and their attorneys will not have any communication with anyone other than family members, clients, Class Members, financial advisors, retained experts, and vendors related to settlement administration, regarding the Settlement. If, before the filing of the Motion for Preliminary Approval, Plaintiffs or their attorneys disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement except as required by law or to effect the Settlement, Defendants may rescind the Settlement, rendering it null and void at its discretion.

12.13 Use and Return of Class Data. Information provided to Class Counsel pursuant to Federal Rule of Evidence, Rule 408, and/or Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants 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. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, the Administrator shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants makes a written request to Class Counsel for the return, rather than the destruction of, Class Data. To the extent Plaintiffs and/or Class Counsel received any forms or versions of Class Data, Plaintiffs and Class Counsel will destroy all such Class Data by the Effective Date.

12.14 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.

12.15 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:

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

To Plaintiffs and the Settlement Class:

Brooke B. Nevels
Christopher E. Nichols
BNevels@NevelsNichols.com
CNichols@NevelsNichols.com
NEVELS NICHOLS, LLP
10650 Treena St.
Suite 212
San Diego, CA 92131

To Defendants:

James C. Fessenden
Lauren M. Guggisberg
jfessenden@fisherphillips.com
lguggisberg@fisherphillips.com
Fisher & Phillips LLP
4747 Executive Drive, Suite 1000
San Diego, California 92121

12.17 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.

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

Dated: December 8, 2025

Ruth Joy Segovia, Plaintiff

Dated: December 8, 2025

Faranak kianfar
box SIGN 4Q9QVP88-4Z928QK8
Faranak Kianfar, Plaintiff

Dated: December 8, 2025

Diemvy Pham
box SIGN 422JRQK7-4Z928QK8
Diemvy Pham, Plaintiff

Dated: December 8 2025

Lisa Mathews Fitzgibbons
box SIGN 1XP65ZV3-4Z928QK8
Lisa Matthews Fitzgibbons, Plaintiff

Dated: December 8, 2025

Cynthia Guerrero
box SIGN 4Z2P5378-4Z928QK8
Cynthia Guerrero, Plaintiff

Dated: December 88, 2025

Rene Amel Peralta
box SIGN 18KPJ26K-4Z928QK8
Rene Amel Peralta, Plaintiff

Dated: December 8, 2025

Signed by:
Kyle Burtnett
E5D440021087468...
On behalf of Defendant Artemis Headlands, LLC.

Agreed to Form on December 8 _, 2025

Brooke B. Nevels

Brooke B. Nevels
Christopher E. Nichols
Nevels Nichols LLP
Attorneys for Plaintiffs

Agreed to Form on December 22, 2025

James C. Fessenden
Lauren M. Guggisberg
Fisher & Phillips LLP
Counsel for Defendant Defendants Artemis Headlands, LLC; and Mauro Ormedilla