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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

JAYLENE ISABEL CORONADO, and
TIONE RANDLE, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

COAST 2 COAST COACHING, INC.; and
DOES 1 through 20, inclusive,

Defendants.

Case No. 24CU012969C

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

Action Filed: September 25, 2024

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This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Christina Aguas, Jacinto Carbajal, Lily De Los Santos, Jesus Ponce, Carlos Prieto, Cindy Rocha, Arieta Veikoso, Jacklen Monterrosa, Lawrence Perlmutter, Jaylene Isabel Coronado, and Tione Randle (collectively, “Plaintiffs” or “Class Representatives”), as individuals and on behalf of all others similarly situated and aggrieved employees, and Defendant Coast 2 Coast Coaching, Inc. (“Defendant”) (collectively with Plaintiffs, the “Parties”). This Settlement Agreement is subject to the terms and conditions set forth below and approval of the Court.

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Action” means *Jaylene Isabel Coronado v. Coast 2 Coast Coaching, Inc.*, Superior Court of California, County of San Diego, Case No. 24CU012969C, filed September 25, 2024.
2. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket costs incurred and to be incurred by Class Counsel in the Action, including but not limited to filing and court fees, mediation fees, expert/consultant fees, investigation costs, and costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Action. Class Counsel will request attorneys’ fees not in excess of one-third (1/3) of the Gross Settlement Amount, or One Million Two Hundred Fifty Thousand Dollars and Zero Cents (\$1,250,000.00). The Attorneys’ Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel’s litigation and settlement of the Action, up to One Hundred Thousand Dollars (\$100,000.00), subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for attorneys’ fees and reimbursement of costs as set forth above. The Parties agree that the Court’s approval of any request for attorneys’ fees or litigation costs is not a

condition of the Settlement Agreement and that an award of less than the amounts requested would not give rise to a basis to abrogate the Settlement Agreement, although Class Counsel reserve the right to appeal an award of attorneys' fees that is less than one-third of the Gross Settlement Amount. Any portion of the Attorneys' Fees and Costs not awarded to Class Counsel shall be a part of the Net Settlement Amount.

3. "Class Counsel" means Aegis Law Firm, PC, Fitzpatrick & Swanston, Diversity Law Group, P.C., and Bibiyan Law Group, P.C.

4. "Class List" means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include each Class Member's full name; most recent mailing address and telephone number; Social Security number; dates of employment; the respective number of Workweeks that each Class Member worked during the Class Period and PAGA Period; and any other relevant information needed to calculate settlement payments.

5. "Class" or "Class Member(s)" means all current and former non-exempt employees of Coast 2 Coast Coaching, Inc., who worked in California at any time from May 3, 2019, through November 1, 2025.

6. "Class Period" means the period of May 3, 2019, through November 1, 2025 provided, however, Defendant reserves the right, in its sole discretion, to designate an earlier end date for the Class Period.

7. "Class Representative Service Award(s)" or "Service Award(s)" means the amounts to be paid to Plaintiffs in recognition of their effort and work in prosecuting the Action on behalf of Class Members, and for their general release of any and all claims. In connection with the motion for settlement approval, Plaintiffs will request Court approval for Class Representative Service Awards of up to Ten Thousand Dollars (\$10,000.00) to be paid out of the Gross Settlement Amount to *each* Plaintiff, for a collective total of One Hundred Ten Thousand Dollars (\$110,000.00). An award of less than the requested amount will not give rise

1 to a basis to abrogate the Settlement Agreement. Further, an award of less than the requested
2 amount will not give rise to a basis to abrogate the general release executed by Plaintiffs. Should
3 the Court approve Service Awards to the Plaintiffs in amounts is less than that set forth above,
4 the difference between the lesser amounts approved by the Court and the amounts allocated
5 toward the Service Award will be part of the Net Settlement Amount.

6 8. "Court" means the Superior Court of California, County of San Diego, or any
7 other court taking jurisdiction of the Action.

8 9. "Defendant" means Defendant Coast 2 Coast Coaching, Inc.

9 10. "Effective Date" means the date on which the Court enters an order granting final
10 approval of the Settlement Agreement.

11 11. "Final Approval" means the date on which the Court grants final approval of the
12 Settlement Agreement.

13 12. "Gross Settlement Amount" means the maximum Gross Settlement Amount of
14 Three Million Seven Hundred Fifty Thousand Dollars (\$3,750,000.00) that Defendant will be
15 obligated to make in connection with the Settlement Agreement, except as provided for herein,
16 and will be paid by Defendant in full satisfaction of all Released Class Claims and Released
17 PAGA Claims, which includes all Individual Settlement Payments, Attorneys' Fees and Costs,
18 the Class Representative Service Awards, the PAGA Penalties Fund, and Settlement
19 Administration Costs. This Gross Settlement Amount has been agreed to by Plaintiffs and
20 Defendant based on the aggregation of the agreed-upon settlement value of individual claims. In
21 no event will Defendant be liable for more than the Gross Settlement Amount except for
22 employer-side payroll taxes and as otherwise explicitly set forth herein. There will be no
23 reversion of the Gross Settlement Amount to Defendant. Defendant will pay any employer-side
24 payroll taxes owing on the portion of the Gross Settlement Amount allocated toward wages on
25 top of and in addition to the Gross Settlement Amount. The payment of Individual Settlement
26 Payments shall not obligate Defendant to confer any additional benefits or make any additional
27 payments to Class Members or PAGA Members (such as 401(k) contributions, bonuses, or other
28 benefits) beyond those specified in this Agreement.

13. “Individual Settlement Payment” means each Participating Class Member’s and
PAGA Member’s respective shares of the Net Settlement Amount and PAGA Penalties Fund.

14. “Net Settlement Amount” means the portion of the Gross Settlement Amount
remaining after deducting the Attorneys’ Fees and Costs, the Class Representative Service
Awards, the PAGA Penalties Fund, and Settlement Administration Costs. The Net Settlement
Amount will be distributed to Participating Class Members.

15. “Notice of Objection” means a Class Member’s valid and timely written
objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include:
(a) the objector’s full name, address, and telephone number; (b) identify the Action by case
name and number; (c) a written statement of all grounds for the objection accompanied by any
legal support for such objection; (d) a statement whether the objector intends to appear at the
final fairness hearing; and (e) be signed by the objector. The objector may include any copies of
supporting papers, briefs, or other documents upon which the objection is based, if any.

16. “Notice Packet” means the Notice of Class Action Settlement, substantially in
the form attached as **Exhibit A**.

17. “PAGA Members” means all current and former non-exempt employees of Coast
2 Coast Coaching, Inc., who worked in California at any time from April 11, 2022, through
November 1, 2025.

18. “PAGA Period” means the period of April 11, 2022, through November 1, 2025,
provided, however, Defendant reserves the right, in its sole discretion, to designate an earlier
end date for the PAGA Period.

19. “PAGA Penalties Fund” means the amount that the Parties have agreed to pay to
the California Labor and Workforce Development Agency (“LWDA”) and PAGA Members in
connection with Plaintiffs’ claims under the Labor Code Private Attorneys General Act of 2004
(Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”) (“PAGA Settlement”). The Parties have agreed that
Two Hundred Seventy-Five Thousand Dollars and Zero Cents (\$275,000.00) of the Gross
Settlement Amount will be allocated to the PAGA Penalties Fund. Pursuant to the PAGA,
seventy-five percent (75%), or Two Hundred Six Thousand Two Hundred Fifty Dollars and

Zero Cents (\$206,250.00), of the PAGA Penalties Fund will be paid to the LWDA (“LWDA Payment”), and twenty-five percent (25%), or Sixty-Eight Thousand Seven Hundred Fifty Dollars and Zero Cents (\$68,750.00), of the PAGA Penalties Fund be disbursed to PAGA Members.

20. “Parties” means Plaintiffs and Defendant collectively.

21. “Participating Class Members” means all Class Members who do not submit timely and valid Requests for Exclusion.

22. “Plaintiffs” mean Plaintiffs Christina Aguas, Jacinto Carbajal, Lily De Los Santos, Jesus Ponce, Carlos Prieto, Cindy Rocha, Arieta Veikoso, Jacklen Monterrosa, Lawrence Perlmutter, Jaylene Isabel Coronado, and Tione Randle.

23. “Preliminary Approval” means the date on which the Court grants preliminary approval of the Settlement Agreement.

24. “Released Class Claims” means all claims that have been or reasonably could have been alleged or asserted in the Action, based on the facts and claims alleged in the Action, that accrued during the Class Period, including but not limited to: (a) all claims for unpaid wages; (b) all claims for unpaid overtime wages; (c) all claims for meal break violations and failure to pay meal break penalty payments; (d) all claims for rest break violations and failure to pay rest break penalty payments; (e) all claims for the failure to reimburse for necessary business expenses; (f) all claims for the failure to timely pay wages upon separation of employment; (g) all claims for wage statement violations and record-keeping violations; (h) all claims asserted through California Business & Professions Code §§ 17200, *et seq.*, and (i) all penalties, liquidated damages, and interest allegedly due to any of the foregoing alleged violations.

25. “Released PAGA Claims” means all claims for penalties under the California Private Attorneys General Act, including interest, costs and attorneys’ fees related thereto, predicated on the violations that were alleged in the PAGA Notices and the Action, based on the facts and claims alleged in the Action, that accrued during the PAGA Period, including but not limited to: (a) all claims for unpaid wages; (b) all claims for unpaid overtime wages; (c) all

1 claims for meal break violations and failure to pay meal break penalty payments; (d) all claims
2 for rest break violations and failure to pay rest break penalty payments; (e) all claims for the
3 failure to reimburse for necessary business expenses; (f) all claims for the failure to timely pay
4 wages upon separation of employment; and (g) all claims for wage statement violations and
5 record-keeping violations.

6 26. “Released Parties” mean (a) Coast 2 Coast Coaching, Inc., (b) each of its
7 respective parent companies, subsidiaries, child companies, divisions, affiliates, related
8 companies, common ownership entities, and co-employers through operation of law or
9 otherwise, and (c) the current, former, and/or future shareholders, board members, directors,
10 officers, managers, employees, agents, representatives, attorneys, insurers, reinsurers, partners,
11 investors, lenders, administrators, predecessors, successors, assigns, and joint ventures of each
12 (a) and (b), collectively, and individually.

13 27. “Request for Exclusion” means a timely letter submitted by a Class Member
14 indicating a request to be excluded from the Settlement Class. The Request for Exclusion must:
15 (a) set forth the name, address, telephone number of the Class Member requesting exclusion; (b)
16 be signed by the Class Member; (c) be returned to the Settlement Administrator; (d) clearly state
17 that the Class Member does not wish to be included in the Settlement; and (e) be postmarked on
18 or before the Response Deadline.

19 28. “Response Deadline” means the deadline by which Class Members must
20 postmark to the Settlement Administrator a Request for Exclusion, postmark a dispute
21 concerning the calculation of Individual Settlement Payment, or postmark a Notice of Objection
22 to the Settlement Administrator. The Response Deadline will be forty-five (45) calendar days
23 from the initial mailing of the Notice Packet by the Settlement Administrator, unless the forty-
24 fifth (45th) calendar day falls on a Sunday or State holiday, in which case the Response
25 Deadline will be extended to the next day on which the U.S. Postal Service is open. Class
26 Members who receive a re-mailed Notice Packet, whether by skip-trace or by request, will have
27 either (a) an additional fifteen (15) calendar days or (b) until the Response Deadline, whichever
28 is later, to submit a Request for Exclusion, postmark a dispute concerning the calculation of the

Individual Settlement Payment, or submit an objection to the Settlement.

29. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, translating, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement. Any portion of the Settlement Administration Costs not awarded to the Settlement Administrator shall be a part of the Net Settlement Amount. Based on an estimated Class of approximately 13,000 Class Members, the Settlement Administration Costs are currently estimated to be Sixty-Eight Thousand Five Hundred Dollars and Zero Cents (\$68,500.00).

30. “Settlement Administrator” means Phoenix Settlement Administrators, or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

31. “Workweeks” means the number of workweeks for each Class Member worked during the Class Period based on Defendant’s records. All Class Members will be credited with at least one Workweek during the Class Period, and all PAGA Members will be credited with at least one Workweek during the PAGA Period.

TERMS OF AGREEMENT

Plaintiffs, on behalf of themselves and the Class, Aggrieved Employees, and State of California, and Defendant agree as follows:

32. Aguas, Monterrosa, Coronado, and Perlmutter Actions. Plaintiffs Christina Aguas, Jacklen Monterrosa, Lawrence Perlmutter, Jaylene Isabel Coronado, and Tione Randle have filed separate actions against Defendant, entitled *Aguas v. Coast 2 Coast Coaching, Inc.*,

Superior Court of California, County of Monterey, Case No. 23CV001404 (the “*Aguas Action*”); *Monterrosa v. Coast 2 Coast Coaching, Inc.*, Superior Court of California, County of San Diego, Case No. 37-2023-00025143-CU-OE-CTL (the “*Monterrosa Action*”); *Jaylene Isabel Coronado v. Coast 2 Coast Coaching, Inc.*, Superior Court of California, County of San Diego, Case No. 24CU012969C (the “*Coronado Action*”); and *Perlmutter v. Coast 2 Coast Coaching, Inc.*, Superior Court of California, County of Los Angeles, Case No. 23STCV28159 (the “*Perlmutter Action*”). After full execution of the Settlement Agreement and for settlement purposes, Plaintiffs Jaylene Isabel Coronado and Tione Randle will file a First Amended Complaint in the Superior Court of California, County of San Diego that includes the claims of the *Aguas Action*, *Monterrosa Action*, and *Perlmutter Action*, and adds Christina Aguas, Jacinto Carbajal, Lily De Los Santos, Jesus Ponce, Carlos Prieto, Cindy Rocha, Arieta Veikoso, Jacklen Monterrosa, and Lawrence Perlmutter as named plaintiffs and class representatives. The First Amended Complaint shall also include all Released Class Claims and Released PAGA Claims for the respective periods. The Parties shall execute a stipulation for the filing of the First Amended Complaint. It is the intention of the Parties to resolve all of the claims and issues alleged in the First Amended Complaint to be filed in the Action. Plaintiff Christina Aguas, Jacklen Monterrosa, Lawrence Perlmutter, and Tione Randle will, within thirty (30) calendar days of Final Approval, take whatever actions are necessary to cause a dismissal of their above-referenced respective actions without prejudice. Class Counsel shall file all papers required by the Court in support of the requests for dismissal. Upon full execution of the Settlement Agreement, litigation in the *Aguas Action*, *Monterrosa Action*, and *Perlmutter Action* shall be stayed pending approval of this settlement in the Action.

33. Funding of the Gross Settlement Amount. Defendant will make a one-time deposit of the Gross Settlement Amount of Three Million Seven Hundred Fifty Thousand Dollars and Zero Cents (\$3,750,000.00) into a Qualified Settlement Account to be established by the Settlement Administrator. Defendant will separately pay the employer-side payroll taxes owing on the portion of the Gross Settlement Amount allocated toward wages separate from and in addition to the Gross Settlement Amount. The Gross Settlement Amount will be used for: (a)

Individual Settlement Payments; (b) the LWDA Payment; (c) the Class Representative Service Awards; (d) Attorneys' Fees and Costs; and (e) Settlement Administration Costs. Defendant will deposit the Gross Settlement Amount and the payment of employer-side payroll taxes within ten (10) calendar days after the Effective Date ("Funding Date").

34. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Class Counsel for Attorneys' Fees and Costs of not more than One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00), plus the reimbursement of all out-of-pocket costs and expenses associated with Class Counsel's litigation and settlement of the Action (including expert/consultant fees, investigation costs, etc.), not to exceed One Hundred Thousand Dollars (\$100,000.00), both of which will be paid from the Gross Settlement Amount.

35. Class Representative Service Awards. In exchange for a general release of all known and unknown claims against Defendant and Released Parties under California Civil Code § 1542, and in recognition of their effort and work in prosecuting the Action on behalf of Class Members, Defendant agrees not to oppose or impede any application or motion for Class Representative Service Awards of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to *each* Plaintiff (for a collective total of \$1,100,000.00). The Service Awards are contingent upon each Plaintiff's execution of a release of all claims under California Civil Code § 1542 and any and all claims, known or unknown, contingent or accrued. The Class Representative Service Awards will be paid from the Gross Settlement Amount and will be in addition to each Plaintiff's Individual Settlement Payments paid pursuant to the Settlement. The Class Representative Service Awards will be designated as a non-wage payment and reported on IRS Forms 1099. Plaintiffs will be solely and legally responsible to pay any and all applicable taxes on the Class Representative Service Award. Plaintiffs understand and agree that this Settlement Agreement shall remain in full force and effect even if the full amount of Class Representative Service Awards sought by Plaintiffs is not ultimately awarded by the Court.

36. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the

Gross Settlement Amount, which is currently estimated to be Sixty-Eight Thousand Five Hundred Dollars and Zero Cents (\$68,500.00). These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, printing, translating, and distributing Notice Packets, calculating and distributing the Gross Settlement Amount, and providing necessary reports and declarations.

37. Use and Return of Employee Data. The Settlement Administrator and Class Counsel shall use employee data provided by Defendant only for purposes of administering this Settlement and for no other purpose. No later than ninety (90) days after completion of Settlement administration, Plaintiffs and Class Counsel shall destroy all paper and electronic copies of such employee data, unless Defendant requests in writing that the data be returned.

38. PAGA Penalties. Subject to Court approval, the Parties agree that the amount of Two Hundred Seventy-Five Thousand Dollars and Zero Cents (\$275,000.00) from the Gross Settlement Amount will be designated for satisfaction of Plaintiffs' PAGA claims. Pursuant to the PAGA, seventy-five percent (75%), or Two Hundred Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$206,250.00), will be paid to the LWDA. Pursuant to the PAGA, twenty-five percent (25%), or Sixty-Eight Thousand Seven Hundred Fifty Dollars and Zero Cents (\$68,750.00), will be paid to PAGA Members in proportion to the number of Workweeks worked during the PAGA Period.

39. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as Private Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no PAGA Member has the right to exclude themselves from the release of the Released PAGA Claims, and all PAGA Members will receive their individual shares of the PAGA Penalties Fund. The Parties also agree that no PAGA Member has the right to object to the PAGA Settlement Amount.

40. Net Settlement Amount. The entire Net Settlement Amount will be distributed to Participating Class Members. No portion of the Net Settlement Amount will revert to or be

retained by Defendant.

41. PAGA Penalties Fund. The entire PAGA Penalties Fund will be distributed to the LWDA and PAGA Members. No portion of the PAGA Penalties Fund will revert to or be retained by Defendant.

42. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount and PAGA Penalties Fund based on the number of Workweeks a Class Member worked during the Class Period and PAGA Period, respectively. Class Members shall not be required to submit a claim in order to receive a share of the Net Settlement Amount and/or PAGA Penalties Fund. Specific calculations of Individual Settlement Payments will be made as follows:

42(a) Payments from the Net Settlement Amount. Defendant will calculate the total number of Workweeks worked by each Class Member during the Class Period and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated "Individual Settlement Payment" from the Net Settlement Amount, the Settlement Administrator will use the following formula: The Net Settlement Amount will be divided by the aggregate total number of Workweeks, resulting in the "Workweek Value." Each Class Member's "Individual Settlement Payment" will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Participating Class Member as specifically set forth herein, including employee-side tax withholdings or deductions. The entire Net Settlement Amount will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payment for each Participating Class Member according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Amount.

42(b) Payments from the PAGA Penalties Fund. Defendant will calculate the total number of Workweeks worked by each PAGA Member during the PAGA Period and the

aggregate total number of Workweeks worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated "Individual Settlement Payment," the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Workweeks, resulting in the "PAGA Workweek Value." Each PAGA Member's "Individual Settlement Payment" will be calculated by multiplying each individual PAGA Member's total number of Workweeks by the PAGA Workweek Value. The entire PAGA Fund will be disbursed to all PAGA Members.

43. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members and PAGA Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members or PAGA Members may be entitled under any benefit plans.

44. Administration Process. The Parties agree to cooperate in the administration of the settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

45. Delivery of the Class List. Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

46. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail a Notice Packet to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

47. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the

Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address, and/or Social Security number of the Class Member involved and will then perform a single re-mailing. Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or by request, will have either (a) an additional fifteen (15) calendar days or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion, submit a dispute regarding calculation of the Individual Settlement Payments, or submit an objection to the Settlement.

48. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Settlement Class and PAGA Member definitions; (d) the total number of Workweeks each Class Member and PAGA Member worked for Defendant during the respective Class Period and PAGA Period; (e) each Class Member's and PAGA Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class Period and PAGA Period; (g) instructions on how to submit a Request for Exclusion or Notice of Objection; (h) the deadlines by which the Class Member must postmark a Request for Exclusion, or postmark a Notice of Objection to the Settlement; and (i) the claims to be released.

49. Disputed Information on Notice Packets. Class Members will have an opportunity to dispute the information provided in their Notice Packets. To the extent a Class Members disputes the number of Workweeks on record, the Class Member may produce evidence to the Settlement Administrator showing that such information is inaccurate. Defendant's records will be presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith to resolve it. If the Parties are unable to resolve the dispute, then the Settlement Administrator shall examine all evidence submitted and make a decision regarding the challenge. The determination of the Settlement

Administrator shall be final. All disputes must be submitted by the Response Deadline.

50. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that their submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

51. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the Settlement Agreement must sign and postmark a written Request for Exclusion to the Settlement Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted.

52. Escalator Clause. The Gross Settlement Amount is premised upon the total number of Workweeks for all Class Members being not greater than 360,000 Workweeks during the Class Period. If the total number of Workweeks worked by all Class Members during the Class Period is greater than 360,000, then Defendant shall proportionally increase the Gross Settlement Amount by the same percentage increase that the Workweek total exceeds 360,000, provided, however, Defendant may, in its sole discretion, shorten the Class Period and/or PAGA Period in lieu of increasing the Gross Settlement Amount. For example, if the number of Workweeks increases by 1%, then the Gross Settlement Amount shall increase by 1%; and if the number of Workweeks increases by 3.5%, then the Gross Settlement Amount shall increase by 3.5%.

53. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to

1 the Released Class Claims, as well as any Judgment that may be entered by the Court if it grants
2 final approval to the Settlement, and shall further agree to waive their right to pursue individual
3 lawsuits or arbitrations as to any of the Released Class Claims.

4 54. Release by Participating Class Members. Upon full funding of the Gross
5 Settlement Amount, each Participating Class Member, on behalf of their respective heirs,
6 executors, administrators, agents, and attorneys, shall fully and forever release and discharge all
7 of the Released Parties, or any of them, from each of the Released Class Claims arising during
8 the Class Period.

9 55. Release by PAGA Members. Upon full funding of the Gross Settlement Amount,
10 each PAGA Member, on their behalf and on behalf of their respective heirs, executors,
11 administrators, agents, and attorneys, shall fully and forever release and discharge all of the
12 Released Parties, or any of them, from each of the Released PAGA Claims during the PAGA
13 Period.

14 56. General Release by Plaintiffs. Upon full funding of the Gross Settlement
15 Amount, in addition to the claims being released by Plaintiffs as Participating Class Members,
16 Plaintiffs will release and forever discharge the Released Parties, to the fullest extent permitted
17 by law, of and from any and all claims, known and unknown, asserted and not asserted, which
18 Plaintiffs have or may have against the Released Parties as of the date of execution of this
19 Settlement Agreement. To the extent the foregoing release is a release to which Section 1542 of
20 the California Civil Code or similar provisions of other applicable law may apply, Plaintiffs
21 expressly waive any and all rights and benefits conferred upon him by the provisions of Section
22 1542 of the California Civil Code or similar provisions of applicable law which are as follows:

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

57. Defendant's Right to Rescind. Defendant will have, in its sole discretion, the

1 right to void and withdraw from the Settlement if, at any time prior to Final Approval, ten
2 percent (10%) or more of Class Members opt out of the Settlement. In the event Defendant
3 elects to terminate the Settlement, Defendant must exercise this right of rescission in writing to
4 Class Counsel within seven (7) business days after the Response Deadline. If the option to
5 rescind is exercised, then the Parties shall revert to *status quo ante* prior to the mediation held
6 on February 25, 2025, and Defendant will be solely responsible for all Settlement
7 Administration Costs incurred to the date of rescission.

8 58. Objection Procedures. To object to the Settlement Agreement, a Class Member
9 may either postmark a valid Notice of Objection to the Settlement Administrator on or before
10 the Response Deadline. Class Members who fail to object by submitting a valid Notice of
11 Objection will be deemed to have waived all objections to the Settlement and will be foreclosed
12 from making any objections, whether by appeal or otherwise, to the Settlement Agreement. At
13 no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class
14 Members to submit written objections to the Settlement Agreement or appeal from the final
15 approval order and judgment. Class Counsel will not represent any Class Members with respect
16 to any such objections to this Settlement. If a Class Member timely submits both a Notice of
17 Objection and a Request for Exclusion, the Request for Exclusion will be given effect and
18 considered valid, the Notice of Objection shall be rejected, and the Class Member shall not
19 participate in or be bound by the Settlement.

20 59. Certification Reports Regarding Individual Settlement Payment Calculations.
21 The Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly
22 report that certifies the number of Class Members who have submitted valid Requests for
23 Exclusion or Notices of Objection to the Settlement, and whether any Class Member has
24 submitted a challenge to any information contained in their Notice Packet. Additionally, the
25 Settlement Administrator will provide to counsel for both Parties any updated reports regarding
26 the administration of the Settlement Agreement as needed or requested. However, the
27 Settlement Administrator will not be authorized to share the Class List (or any portion thereof)
28 with Class Counsel, unless written authorization is provided by Defendant or its counsel.

60. Distribution Timing of Settlement Payments. Within ten (10) calendar days of the Funding Date, the Settlement Administrator will issue the Court-authorized payments to: (a) Participating Class Members and PAGA Members; (b) the Labor and Workforce Development Agency; (c) Plaintiffs; and (d) Class Counsel. The Settlement Administrator shall also issue a payment to itself for Court-approved services performed in connection with the Settlement.

61. Uncashed Settlement Checks. Funds represented by Individual Settlement Payment checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more than one hundred and eighty (180) calendar days after issuance will be distributed to a mutually agreeable *cy pres* recipient, Legal Aid At Work.

62. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

63. Treatment of Individual Settlement Payments. All Individual Settlement Payments will be allocated as follows: (a) eighty-five percent (85%) of each Individual Settlement Payment will be allocated as penalties and interest for which an IRS Form 1099 will be issued; and (b) fifteen percent (15%) will be allocated as wages for which an IRS Form W-2 will be issued. Any payment to PAGA Members from the PAGA Fund shall be designated as one hundred percent (100%) penalties to be reported on IRS Form 1099.

64. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, PAGA Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

65. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs and Participating Class Members are not relying on any statement, representation, or calculation by Defendant or the Settlement Administrator in this regard. Each Participating Class Member shall have sole responsibility for

1 any and all tax consequences applicable to any amounts they are paid pursuant to the
2 Settlement. No opinion regarding the tax consequences of this Settlement to any Participating
3 Class Member is being given, or will be given, by the Defendant, counsel for the Defendant, any
4 other Released Party, or Class Counsel. Participating Class Members must consult their own tax
5 advisors regarding the tax consequences of this Settlement, including but not limited to any
6 payments provided or tax reporting obligations. The Defendant, the Released Parties, counsel
7 for the Defendant, and Class Counsel shall have no liability or responsibility whatsoever for any
8 tax consequences resulting from payments made pursuant to the Settlement.

9 66. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
10 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
11 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
12 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
13 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN
14 OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR
15 WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
16 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN
17 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230
18 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS
19 RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND
20 TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH
21 THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON
22 THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR
23 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
24 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
25 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
26 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
27 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
28 OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF

1 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
2 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF
3 ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
4 AGREEMENT.

5 67. No Prior Assignments. The Parties and their counsel represent, covenant, and
6 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
7 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
8 demand, action, cause of action or right herein released and discharged.

9 68. Nullification of Settlement Agreement. In the event that: (a) the Court does not
10 finally approve the Settlement as provided herein; or (b) the Settlement does not become final
11 for any other reason, then this Settlement Agreement, and any documents generated to bring it
12 into effect, will be null and void. Any order or judgment entered by the Court in furtherance of
13 this Settlement Agreement will likewise be treated as void from the beginning.

14 69. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court
15 to request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
16 Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes
17 only, (b) preliminary approval of the proposed Settlement Agreement, (c) setting a date for a
18 final fairness hearing. The Preliminary Approval Order will provide for the Notice Packet to be
19 sent to all Class Members as specified herein. In conjunction with the Preliminary Approval
20 hearing, Plaintiffs will submit this Settlement Agreement, which sets forth the terms of this
21 Settlement, and will include the proposed Notice of Class Action Settlement, attached as
22 **Exhibit A.** Class Counsel will be responsible for drafting all documents necessary to obtain
23 preliminary approval.

24 70. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of
25 the deadlines to postmark Requests for Exclusion or Notices of Objection to the Settlement
26 Agreement, and with the Court's permission, a final fairness hearing will be conducted to
27 determine the Final Approval of the Settlement Agreement along with the amounts properly
28 payable for: (a) Attorneys' Fees and Costs; (b) the Class Representative Service Awards; (c)

1 Individual Settlement Payments; (d) the LWDA Payment; (e) all Settlement Administration
2 Costs. Class Counsel will be responsible for drafting all documents necessary to obtain final
3 approval.

4 71. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms
5 and conditions of this Agreement, the Parties and their respective counsel waive all rights to
6 appeal from the Judgment, including post-judgment motions, writs, and appeals, except as to
7 amounts approved by the Court for attorneys' fees and costs and service awards to Plaintiffs to
8 the extent any such award(s) is less than provided for by this Agreement. If another party
9 appeals the Judgment, the Parties' obligations under this Agreement shall be suspended until the
10 appeal is fully and finally resolved.

11 72. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by
12 the Court or after the final fairness hearing, the Parties will present the Judgment to the Court
13 for its approval. After entry of the Judgment, the Court will have continuing jurisdiction to
14 enforce the terms of the Settlement Agreement pursuant to Code of Civil Procedure § 664.6.

15 73. Enforcement Actions. This Agreement is enforceable under Code of Civil
16 Procedure § 664.6. In the event that one or more of the Parties institutes any legal action or
17 other proceeding against any other Party or Parties to enforce the provisions of this Settlement
18 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will
19 be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and
20 costs, including expert witness fees incurred in connection with any enforcement actions.

21 74. Exhibits Incorporated by Reference. The terms of this Settlement Agreement
22 include the terms set forth in any attached Exhibits, which are incorporated by this reference as
23 though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of
24 the Settlement.

25 75. Entire Agreement. This Settlement Agreement and any attached Exhibits
26 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous
27 written or oral agreements may be deemed binding on the Parties. The Parties expressly
28 recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a),

1 which provide that a written agreement is to be construed according to its terms and may not be
2 varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or
3 written representations or terms will modify, vary, or contradict the terms of this Settlement
4 Agreement.

5 76. Confidentiality. To the extent permitted by law, all agreements, negotiations, and
6 orders entered in this Action relating to confidentiality shall survive the execution of this
7 Agreement. The Parties agree not to make any public statements inconsistent with the terms of
8 this Agreement. Exceptions to this section are: (i) disclosures necessary to comply with the law,
9 judicial process, or for financial planning or tax preparation purposes; (ii) to obtain and seek approval of
10 this settlement in court and as is necessary to provide settlement information to Class Members, and (iii)
11 if any party seeks to enforce any term or condition of this Agreement against any other party. This
12 section does not bar Class Counsel from carrying out their duties under the Settlement Agreement as
13 counsel for the Plaintiffs and Class Members.

14 77. Amendment or Modification. No amendment, change, or modification to this
15 Settlement Agreement will be valid unless in writing and signed, either by the Parties or their
16 counsel, and approved by the Court.

17 78. Authorization to Enter Into Settlement Agreement. Counsel for all Parties
18 warrant and represent they are expressly authorized by the Parties whom they represent to
19 negotiate this Settlement Agreement and to take all appropriate action required or permitted to
20 be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to
21 execute any other documents required to effectuate the terms of this Settlement Agreement. The
22 Parties and their counsel will cooperate with each other and use their best efforts to effect the
23 implementation of the Settlement. If the Parties are unable to reach agreement on the form or
24 content of any document needed to implement the Settlement, or on any supplemental
25 provisions that may become necessary to effectuate the terms of this Settlement, the Parties may
26 seek the assistance of the Court to resolve such disagreement.

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

defined.

80. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

81. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts, including by electronic means. All executed counterparts and each of them, including electronic (e.g., DocuSign), pdf, facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument.

82. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations with a respected mediator and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

83. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

84. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Settlement Agreement will not be admissible in this or any other proceeding as evidence that either (a) a class action should be certified, or (b) Defendant is liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

85. Non-Admission of Liability. The Parties enter into this Settlement to resolve the

dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Settlement, Defendant does not admit, and specifically denies, that it violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. This Agreement represents a compromise and settlement of disputed claims. Nothing in this Agreement shall be construed as an admission of liability, wrongdoing, or representative manageability for any purpose other than settlement approval. If the Court does not approve this Agreement, Defendant expressly reserves all defenses.

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

87. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

88. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

89. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

90. Cooperation and Execution of Necessary Documents. All Parties will cooperate

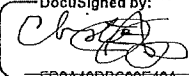
in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

91. Counterparts. This Settlement Agreement may be executed in counterparts, including by electronic means, DocuSign, .pdf, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and effective as to all Parties. The Parties agree that DocuSign and .pdf signatures shall be appropriate and treated the same as hand signatures.

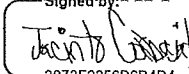
92. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

READ CAREFULLY BEFORE SIGNING

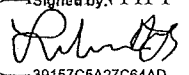
Dated: 11/19/2025

PLAINTIFF
DocuSigned by:

FD9A40DBC09E40A...
Christina Aguas

Dated: 11/19/2025

PLAINTIFF
Signed by:

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Jacinto Carbajal

Dated: 11/19/2025

PLAINTIFF
Signed by:

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Lily De Los Santos

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PLAINTIFF

Signed by:

Jesus Ponce

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Jesus Ponce

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PLAINTIFF

DocuSigned by:

Carlos Prieto

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Carlos Prieto

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PLAINTIFF

Signed by:

Cindy Rocha

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Cindy Rocha

11 Dated: 11/19/2025

PLAINTIFF

DocuSigned by:

Arieta Veikoso

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Arieta Veikoso

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PLAINTIFF

Jacklen H. Monterrosa

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PLAINTIFF

Lawrence Perlmutter

21 Dated: _____

PLAINTIFF

Jaylene Isabele Coronado

24 Dated: _____

PLAINTIFF

Tione Randle

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PLAINTIFF

Jesus Ponce

Dated: _____

PLAINTIFF

Carlos Prieto

Dated: _____

PLAINTIFF

Cindy Rocha

Dated: _____

PLAINTIFF

Arieta Veikoso

Dated: 10/24/2025 | 1:59 PM PDT

PLAINTIFF

DocuSigned by:
Jacklen H. Monterrosa
E071998525B0480

Jacklen H. Monterrosa

Dated: 11/12/2025

PLAINTIFF

Lawrence Perlmutter

Lawrence Perlmutter

Dated: _____

PLAINTIFF

Jaylene Isabele Coronado

Dated: _____

PLAINTIFF

Tione Randle

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PLAINTIFF

Jesus Ponce

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Carlos Prieto

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PLAINTIFF

Cindy Rocha

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PLAINTIFF

Arieta Veikoso

Dated: _____

PLAINTIFF

Jacklen H. Monterrosa

Dated: _____

PLAINTIFF

Lawrence Perlmutter

Dated: 10/30/2025 | 12:51 PM PDT

PLAINTIFF

DocuSigned by:
Jaylene Coronado
85205043/31E48C
Jaylene Isabele Coronado

Dated: _____

PLAINTIFF

Tione Randle

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Jesus Ponce

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Carlos Prieto

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Cindy Rocha

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PLAINTIFF

Arieta Veikoso

Dated: _____

PLAINTIFF

Jacklen H. Monterrosa

Dated: _____

PLAINTIFF

Lawrence Perlmutter

Dated: _____

PLAINTIFF

Jaylene Isabele Coronado

Dated: 10/27/2025 | 12:24 AM PDT

PLAINTIFF



Tione Randle

1 Dated: 12/9/2025

DEFENDANT COAST 2 COAST COACHING,
INC.

DocuSigned by:

Chris Murphy

Name: Chris Murphy

Title: CEO

APPROVED AS TO FORM

6 Dated:

AEGIS LAW FIRM, PC

Samuel A. Wong

Kashif Haque

Jessica L. Campbell

Julia M. Toscano

Attorneys for Plaintiffs Jaylene Isabel Coronado,
Tione Randle, and Jacklen H. Monterrosa

12 Dated:

FITZPATRICK & SWANSTON

B. James Fitzpatrick

Alison L. Baker

Laura L. Franklin

Attorneys for Plaintiffs Christina Aguas, Jacinto
Carbajal, Lily De Los Santos, Jesus Ponce,
Carlos Prieto, Cindy Rocha, and Arieta Veikoso

18 Dated:

DIVERSITY LAW GROUP, P.C.

Larry W. Lee

Mai Tulyathan

Attorneys for Plaintiffs Christina Aguas, Jacinto
Carbajal, Lily De Los Santos, Jesus Ponce,
Carlos Prieto, Cindy Rocha, and Arieta Veikoso

24 Dated:

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan

Jeffrey D. Klein

Brooke Waldrop

Attorneys for Plaintiff Lawrence Philip
Perlmutter

1 Dated: _____

DEFENDANT COAST 2 COAST COACHING,
INC.

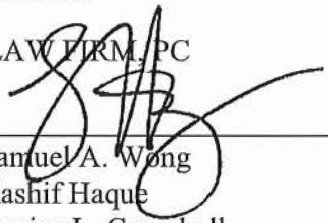
3 _____
4 Name: _____

Title: _____

5 **APPROVED AS TO FORM**

6 Dated: 10/30/2025

AEGIS LAW FIRM, PC

8 
Samuel A. Wong

Kashif Haque

Jessica L. Campbell

Julia M. Toscano

Attorneys for Plaintiffs Jaylene Isabel Coronado,
Tione Randle, and Jacklen H. Monterrosa

12 Dated: _____

FITZPATRICK & SWANSTON

14 _____
B. James Fitzpatrick

Alison L. Baker

Laura L. Franklin

Attorneys for Plaintiffs Christina Aguas, Jacinto
Carbajal, Lily De Los Santos, Jesus Ponce,
Carlos Prieto, Cindy Rocha, and Arieta Veikoso

18 Dated: _____

DIVERSITY LAW GROUP, P.C.

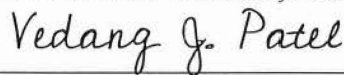
20 _____
Larry W. Lee

Mai Tulyathan

Attorneys for Plaintiffs Christina Aguas, Jacinto
Carbajal, Lily De Los Santos, Jesus Ponce,
Carlos Prieto, Cindy Rocha, and Arieta Veikoso

24 Dated: 11/12/25

BIBIYAN LAW GROUP, P.C.



26 David D. Bibiyani

~~Jeffrey D. Klein~~

~~Brooke Waldrop~~

Vedang J. Patel

Attorneys for Plaintiff Lawrence Philip
Perlmutter

1 Dated: _____

DEFENDANT COAST 2 COAST COACHING,
INC.

3 _____
Name: _____

4 Title: _____

5 **APPROVED AS TO FORM**

6 Dated: _____

AEGIS LAW FIRM, PC

8 _____
Samuel A. Wong

9 Kashif Haque

Jessica L. Campbell

10 Julia M. Toscano

Attorneys for Plaintiffs Jaylene Isabel Coronado,
Tione Randle, and Jacklen H. Monterrosa

12 Dated: 11/19/2025

FITZPATRICK & SWANSTON

14 _____
B. James Fitzpatrick

15 Alison L. Baker

Laura L. Franklin

Attorneys for Plaintiffs Christina Aguas, Jacinto
Carbajal, Lily De Los Santos, Jesus Ponce,
Carlos Prieto, Cindy Rocha, and Arieta Veikoso

18 Dated: 2/19/2026

DIVERSITY LAW GROUP, P.C.

20 _____
Larry W. Lee

21 Mai Tulyathan

Attorneys for Plaintiffs Christina Aguas, Jacinto
Carbajal, Lily De Los Santos, Jesus Ponce,
Carlos Prieto, Cindy Rocha, and Arieta Veikoso

24 Dated: _____

BIBIYAN LAW GROUP, P.C.

26 _____
David D. Bibiyan

27 Jeffrey D. Klein

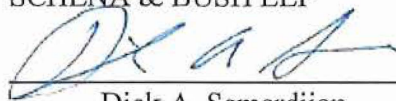
Brooke Waldrop

Attorneys for Plaintiff Lawrence Philip
Perlmutter

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Dated: February 6, 2026

SCHWARTZ SEMERDJIAN CAULEY
SCHENA & BUSH LLP



Dick A. Semerdjian
Courtney M. Chamberlin
Attorneys for Defendant Coast 2 Coast Coaching,
Inc.

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Coronado, et al. v. Coast 2 Coast Coaching, Inc.

Superior Court of California, County of San Diego, Case No. 24CU012969C

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To: All current and former non-exempt employees of Coast 2 Coast Coaching, Inc., who worked in Californai at any time from May 3, 2019, through November 1, 2025
--

BASIC INFORMATION

1. What is this settlement about?

A lawsuit was filed by Jaylene Isabel Coronado and Tione Randle against Coast 2 Coast Coaching, Inc. (“Defendant”) on September 25, 2024 (the “Action”). The case is currently pending in the Superior Court of California, County of San Diego, Case No. 24CU012969C.

Separate lawsuits against Defendant were filed by Christina Aguas on May 3, 2023, in the Superior Court of California, County of Monterey; by Jacklen Monterrosa on June 14, 2023, in the Superior Court of California, County of San Diego; and by Lawrence Perlmutter on November 16, 2023, in the Superior Court of California, County of Los Angeles. Ms. Aguas, Ms. Monterrosa, and Mr. Lawrence have since been added as named plaintiffs to the Action, and their claims have been incorporated into the operative First Amended Complaint in the Action. The separate lawsuits have been dismissed without prejudice. Jacinto Carbajal, Lily De Los Santos, Jesus Ponce, Carlos Prieto, Cindy Rocha, and Arieta Veikoso have also been added as named plaintiffs to the Action.

The First Amended Complaint alleges that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Christina Aguas, Jacinto Carbajal, Lily De Los Santos, Jesus Ponce, Carlos Prieto, Cindy Rocha, Arieta Veikoso, Jacklen Monterrosa, Lawrence Perlmutter, Jaylene Isabel Coronado, and Tione Randle (collectively, “Plaintiffs”) allege that Defendant did not properly pay employees all wages owed for hours worked, did not properly pay overtime, did not provide proper off-duty meal and rest breaks, did not timely pay all wages owed, did not reimburse all work-related expenses, and did not provide accurate itemized wage statements. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act (“PAGA”). The lawsuit claims that the Defendant violated the California Labor Code and the California Business and Professions Code. Defendant denies all alleged violations, denies that it owes Class Members any amounts, and asserts that it has fully complied with the law. Nevertheless, in order to avoid further costs and time defending against the Action, Defendant agreed to settle the Action. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people called the Class Representative sue on behalf of people who appear to have similar claims. The individuals who appear to have similar claims are referred to here as Class Members. In a class action one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The San Diego County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or “Settlement Agreement”). On [DATE OF PRELIMINARY APPROVAL], the Court granted preliminary approval of the Settlement, appointed Plaintiffs Christina Aguas, Jacinto Carbajal, Lily De Los Santos, Jesus Ponce, Carlos Prieto, Cindy Rocha, Arieta Veikoso, Jacklen Monterrosa, Lawrence Perlmutter, Jaylene Isabel Coronado, and Tione Randle as Class Representatives, and appointed their attorneys at Aegis Law Firm, PC, Fitzpatrick & Swanston, Diversity Law Group, P.C., and Bibiyan Law Group, P.C. as counsel for the Class (“Class Counsel”).

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you are or were employed by Defendant as a non-exempt employee in the State of California between May 3, 2019, and November 1, 2025.

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Three Million Seven Hundred Fifty Thousand Dollars (\$3,750,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed one-third of the Gross Settlement Amount or One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00);
- B. **Litigation Costs to Class Counsel** not to exceed One Hundred Thousand Dollars (\$100,000.00);
- C. **Class Representative Service Award** in an amount not to exceed Ten Thousand Dollars (\$10,000.00) for each Plaintiff, for a total of One Hundred Ten Thousand Dollars (\$110,000.00);
- D. **Settlement Administration Costs** which are currently estimated to be Sixty-Eight Thousand Five Hundred Dollars (\$68,500.00); and

- E. **PAGA Penalties Fund** in the amount of Two Hundred Seventy-Five Thousand Dollars (\$275,000.00) for the settlement of claims arising under the Private Attorneys General Act of 2004 (“PAGA”). Seventy-five percent (75%) of this amount (\$206,250.00) will be paid to the California Labor and Workforce Development Agency. The remaining twenty-five percent (25%) (\$68,750.00) will be distributed to all current or former non-exempt employees of Coast 2 Coast Coaching, Inc., who worked in California at any time from April 11, 2022, through November 1, 2025, for the release of their claims as set forth in the Released PAGA Claims, described below in Section 7.

If approved by the Court, the Settlement Administrator will issue payments to Participating Class Members and PAGA Members.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of workweeks you worked (excluding any leaves of absence, if any) in California during the period of May 3, 2019, through November 1, 2025 (“Workweeks”). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Penalties Fund.

[ONLY FOR PAGA MEMBERS: Your share of the PAGA Penalties Fund is calculated on a *pro rata* basis based on the total number of Workweeks worked by each PAGA Member during the PAGA Period, which is from April 11, 2022, through November 1, 2025]

The class portion of your Individual Settlement Payment will be apportioned as fifteen percent (15%) wages and eighty-five percent (85%) penalties and interest. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. The PAGA Penalties Fund portion of your Individual Settlement Payment will be apportioned as one hundred percent (100%) penalties. The penalties and interest portion of each Class Member’s settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked XXX Workweeks during the Class Period. Your Individual Settlement Payment is estimated to be \$XXX.XX [ONLY FOR PAGA MEMBERS: including your portion of the PAGA Payment]. The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted in the Settlement, if any.

This amount was determined based on Defendant’s records of your employment from May 3, 2019, through November 1, 2025, and is presumed correct. If you dispute the accuracy of Defendant’s records as to the number of Workweeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [DATE]. All disputes regarding your Workweeks will be resolved and decided by the Parties or if the Parties cannot agree, the Settlement Administrator, after you submit evidence to the Settlement Administrator. The Settlement Administrator’s contact information is listed below:

[Settlement Administrator]

[Address]

[Address]

[Telephone No.]

[Fax No.]

6. How can I receive a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon full funding of the Gross Settlement Amount, each Participating Class Member shall fully and forever release and discharge the “Released Parties” from each of the “Released Class Claims” arising during the “Class Period.”

The “Released Parties” means (a) Coast 2 Coast Coaching, Inc., (b) each of its respective parent companies, subsidiaries, child companies, divisions, affiliates, related companies, common ownership entities, and co-employers through operation of law or otherwise, and (c) the current, former, and/or future shareholders, board members, directors, officers, managers, employees, agents, representatives, attorneys, insurers, reinsurers, partners, investors, lenders, administrators, predecessors, successors, assigns, and joint ventures of each (a) and (b), collectively, and individually.

The “Released Class Claims” means all claims that have been or reasonably could have been alleged or asserted in the Action, based on the facts and claims alleged in the Action, that accrued during the Class Period, including but not limited to: (a) all claims for unpaid wages; (b) all claims for unpaid overtime wages; (c) all claims for meal break violations and failure to pay meal break penalty payments; (d) all claims for rest break violations and failure to pay rest break penalty payments; (e) all claims for the failure to reimburse for necessary business expenses; (f) all claims for the failure to timely pay wages upon separation of employment; (g) all claims for wage statement violations and record-keeping violations; (h) all claims asserted through California Business & Professions Code §§ 17200, et seq., and (i) all penalties, liquidated damages, and interest allegedly due to any of the foregoing alleged violations.

The “Class Period” during which the release of Released Claims pertains is May 3, 2019, through November 1, 2025.

[ONLY FOR PAGA MEMBERS: Upon full funding of the Gross Settlement Amount, each PAGA Member shall fully and forever release and discharge all of the “Released Parties” from each of the “Released PAGA Claims” during the “PAGA Period.”]

“Released PAGA Claims” means all claims for penalties under the California Private Attorneys General Act, including interest, costs and attorneys’ fees related thereto, predicated on the violations that were alleged in the PAGA Notices and the Action, based on the facts and claims alleged in the Action, that accrued during the PAGA Period, including but not limited to: (a) all claims for unpaid wages; (b) all claims for unpaid overtime wages; (c) all claims for meal break violations and failure to pay meal break penalty payments; (d) all claims for rest break violations and failure to pay rest break penalty payments; (e) all claims for the failure to reimburse for necessary business expenses; (f) all claims for the failure to timely pay wages upon separation of employment; and (g) all claims for wage statement violations and record-keeping violations.

The PAGA Period is the period of April 11, 2022, through November 1, 2025.]

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Released Parties with respect to the Released Class Claims, then you must submit a Request for Exclusion in conformity with the requirements set forth herein. (You cannot exclude yourself from the Released PAGA Claims if you are a PAGA Member.) If you exclude yourself, you will **not** receive your share of payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your *pro rata* share of the PAGA Penalties Fund Amount because the Request for Exclusion does not apply to the PAGA claims.

8. How do I exclude myself from the Settlement?

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. You must include your name, address, telephone number, and signature. Your request for exclusion must also include a statement that you do not wish to be included in this action, similar to the following: “I wish to exclude myself from the class action settlement reached in the matter of *Coronado, et al. v. Coast 2 Coast Coaching, Inc.*”

The written Request for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by **[DATE]**. You cannot exclude yourself by phone.

[Settlement Administrator]

[Address]

[Address]

[Telephone No.]

[Fax No.]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You may still receive a portion of the PAGA Penalties Fund if you worked between April 11, 2022, through November 1, 2025, because the Request for Exclusion does not apply to the Released PAGA Claims. You will not be legally bound by the release of the Released Class Claims. If applicable, you will remain bound by the release of the Released PAGA Claims.

If you exclude yourself, you may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendant or the Released Parties, regarding the Released Class Claims.

9. Do I have a lawyer in this case?

The Court has approved Aegis Law Firm, PC, Fitzpatrick & Swanston, Diversity Law Group, P.C., and Bibiyan Law Group, P.C. as Class Counsel. Their contact information is:

AEGIS LAW FIRM, PC

Samuel A. Wong
Kashif Haque
Jessica L. Campbell

FITZPATRICK & SWANSTON

B. James Fitzpatrick
Alison L. Baker
555 S. Main Street

Julia M. Toscano
9811 Irvine Center Drive, Suite 100
Irvine, CA 92618
Telephone: (949) 379-6250

Salinas, CA 93901
Telephone: (831) 755-1311

DIVERSITY LAW GROUP, P.C.

Larry W. Lee
Max W. Gavron
Mai Tulyathan
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan
Jeffrey D. Klein
Brooke Waldrop
1460 Westwood Boulevard
Los Angeles, CA 90024
Telephone: (310) 438-5555

Class Counsel will ask the Court for attorneys' fees of up to \$1,250,000.00 and reimbursement of litigation costs of up to \$100,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

10. What if I want to object to this Settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your Notice of Objection to the Settlement Administrator no later than [DATE]. Your Notice of Objection must include your full name, address, telephone number, signature, the case name and number, the specific reason(s) for your objection and any legal support for your position, and a statement as to whether you intend to appear at the Final Approval Hearing.

11. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself tells the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

12. When and where will the Court decide whether to approve the Settlement?

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend. The Court will hold the Final Approval Hearing at [] a.m./p.m. on [], 2025] in Department C-67 of the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

13. Do I have to attend the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely if you wish. Further information regarding how to appear remotely can be found here: <https://www.sdcourt.ca.gov/virtualhearings>. You may also call Class Counsel for more information.

14. How will I learn if the settlement was approved

A notice of final judgment will be posted on the Settlement Administrator website located at www.sdcourt.ca.gov. You will also receive your portion of the settlement by mail if you choose not to exclude yourself.

15. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims and the Released PAGA Claims, if you are a PAGA Member. You will not be able to participate in any other lawsuit against Defendant or the Released Parties about the Released Class Claims and Released PAGA Claims. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to Legal Aid At work, a non-profit organization.

16. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting the Settlement Administrator or Class Counsel.

17. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE
LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE**