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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS**

MIA ZARAGOZA, individually, and on behalf
of all others similarly situated,

Plaintiff,

v.

WE DO DOUGH RIVERBANK, INC., a
California corporation, CRUMBLE COOKIES
EAST RIVERSIDE LLC, a California limited
liability company; CRUMBL COOKIES –
EAST RIVERSIDE LLC, a California limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No. CV-23-001653

*[Assigned for All Purposes to the Hon. Clifford
Tong, Dept. 23]*

**DECLARATION OF JOHN G. YSLAS IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Preliminary Approval Hearing:

Date: December 17, 2026

Time: 8:30 a.m.

Dept.: 23

Action Filed: March 3, 2023

DECLARATION OF JOHN G. YSLAS

I, John G. Yslas, hereby declare as follows:

1. I am an attorney at law licensed to practice before all of the courts of the State of California. I am a senior partner at Wilshire Law Firm, PLC (“WLF”), counsel for Plaintiff Mia Zaragoza (“Plaintiff”) in this matter. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein.

2. I submit this declaration in support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement.

Procedural History

3. On March 30, 2023, Plaintiff filed this putative class action against Defendant alleging: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures; and (8) unfair business practices.

4. On April 5, 2023, Plaintiff provided written notice to the LWDA and Defendant of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories in support. A true and correct copy of Plaintiff’s April 4, 2023 letter to Defendant and the LWDA is attached hereto as **Exhibit 1**.¹ The LWDA did not notify Plaintiff that it intended to investigate within 65 days of this written notice. *Id.*

5. Prior to the hearing for this Motion, Plaintiff will seek leave to amend to file an amended complaint that adds a cause of action for civil penalties under PAGA.

6. On November 19, 2024, the Parties participated in a private mediation with Kelly A. Knight, Esq. Thereafter, the Parties continued to negotiate and agreed to general settlement terms on September 9, 2025.

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¹ Plaintiff’s written notice is dated April 4, 2023, but was submitted to the LWDA on April 5, 2023.

7. The Parties negotiated the terms of the Settlement over the next several months, which was finalized in April 2026. A true and correct copy of the Parties' fully executed Class Action and PAGA Settlement Agreement is attached hereto as **Exhibit 2**. Attached thereto as **Exhibit A** is a true and correct copy of the Parties' proposed Class Notice.

8. On August 21, 2026, Plaintiff submitted a copy of the Settlement Agreement to the LWDA. A true and correct copy of the confirmation of submission my office received after submitting the Settlement Agreement to the LWDA is attached hereto as **Exhibit 3**.

Investigation and Exposure Analysis

9. Prior to attending mediation, Plaintiff's Counsel thoroughly investigated the claims, applicable law, and potential defenses. Plaintiff's Counsel assessed the value to the class claims using the data and documents that Defendant produced in informal discovery, including the number of Class Members, the number of workweeks in the Class Period, the number of Aggrieved Employees, the number of pay periods in the PAGA Period, Plaintiff's personnel file and documents concerning Plaintiff, and a random sampling of time and payroll records. Plaintiff's Counsel engaged an expert consultant to quantify the potential exposure using the time and payroll records, and then assessed the risks associated with each claim meriting reductions in the likely success at class certification and likely recovery at trial.

10. Defendant's records show that there are approximately 135 Class Members, making joinder of all Class Members impracticable. Further, given the size and amount of each Class Members' claim, Class Members have little incentive to litigate their claims on an individual basis because the out-of-pocket expenses and personal commitment necessary to litigate each claim likely outweigh any potential recovery.

11. Plaintiff has alleged that Defendant maintained common employment policies and/or practices that unlawfully deprived Class Members of wages, meal periods, rest periods, reimbursements for business expenses, accurate wage statements, and timely payment of wages upon separation of employment. These allegations present common factual and legal questions of, *inter alia*, whether Defendant applied the same scheduling, timekeeping, pay, meal period, rest period, and reimbursement policies to all Class Members, whether these policies and practices resulted in

1 Labor Code violations, whether Defendant's conduct was intentional, and whether Class Members
2 are entitled to damages and/or penalties. These common questions could be resolved using Class
3 Members' time records, payroll records, testimony from Defendant's designated representative(s),
4 and Class Members' testimony.

5 12. Although the exposure Plaintiff's Counsel calculated is substantial, the various risks
6 at succeeding at class certification and through trial affected the valuation of the claims for settlement
7 purposes.

8 13. Minimum and Overtime Wages: Plaintiff's unpaid minimum and overtime wage
9 claims were based on the allegation that Defendant required Class Members to perform work duties
10 while off the clock, without compensation. For example, Plaintiff alleged that Defendant required
11 her and other Class Members to line up and wait in line to clock in before starting their shifts,
12 without compensation. Id. Plaintiff further alleged that Defendant required her and other Class
13 Members to answer telephone calls from Defendant while off-the-clock and engage in lengthy
14 discussions about work, without compensation. Id. For purposes of calculating Defendant's
15 liability based on a best-case scenario for Plaintiff and the Class, Plaintiff's Counsel assumed that
16 all unpaid worktime should have been paid at the overtime rate of pay and conservatively estimated
17 that Defendant is liable for one (1) hour of unpaid worktime per workweek. Id. This results in
18 potential exposure for this claim of approximately \$147,616.56 (6,552 workweeks x \$15.02
19 average hourly rate of pay x 1 hour/workweek x 1.5 overtime rate). Because this claim would have
20 relied heavily on Class Member testimony and would not be evidenced in Defendant's time and
21 payroll records, the risk of succeeding at class certification and trial was substantial. Accordingly,
22 Plaintiff's Counsel applied a risk discount based on a 50% chance of succeeding at class
23 certification and a 50% chance of succeeding at trial on the merits, yielding a realistic damage
24 estimate of approximately \$36,904.14 (\$147,616.56 x 50% x 50%). Id.

25 14. Meal Periods: Plaintiff's meal period claim was based on the allegation that
26 Defendant failed to provide Class Members with legally compliant meal periods or pay meal period
27 premiums in lieu thereof. Plaintiff's Counsel's expert consultant determined there was a 11.8%
28 meal period violation rate from the sampling of Defendant's time and payroll records, where meal

1 periods were short, late, or missed. Id. Therefore, potential liability for the meal period claim is
2 approximately \$8,615.44 (4,861 shifts over 5 hours x \$15.02 average hourly rate 11.8% violation
3 rate). Id. After taking into account the difficulty of certifying and proving meal period claims, as
4 well as Defendant's contention that the claim lacks merit and that a 11.8% violation rate is
5 unrealistic, Plaintiff's Counsel discounted this figure based on a 60% chance of succeeding at class
6 certification and a 50% chance of succeeding at trial, yielding a realistic damage estimate of
7 approximately \$2,584.63 (\$8,615.44 x 60% x 50%). Id.

8 15. Rest Periods: Plaintiff's rest period claim was based on the allegation that Defendant
9 failed to provide Class Members with legally compliant rest periods or pay rest period premiums
10 in lieu thereof. For example, Plaintiff alleged that Defendant routinely required her and other Class
11 Members to work through their rest periods. Id. Based on Plaintiff's allegations, Plaintiff's Counsel
12 applied a 100% violation rate to all qualifying shifts during the Class Period. Therefore,
13 Defendant's potential liability for the rest period claim is approximately \$164,769.40 (10,970 shifts
14 of 3.5 hours or longer x \$15.02 average hourly rate x 100% violation rate). However, Plaintiff's
15 Counsel discounted this figure to account for the difficulty of certifying and proving rest period
16 claims, particularly because rest periods do not have to be recorded, and to account for the
17 possibility of Class Members voluntarily choosing to forego a rest period. Id. Because this claim
18 would have relied exclusively on Class Member testimony, Plaintiff's Counsel discounted this
19 claim based on a 40% chance of succeeding at class certification and a 30% chance of succeeding
20 at trial, yielding a realistic damage estimate of approximately \$19,772.33 (\$164,769.40 x 40% x
21 30%). Id.

22 16. Reimbursements: Plaintiff's reimbursement claim was based on the allegation that
23 Defendant failed to indemnify Class Members for expenses incurred as a direct result of performing
24 their job duties for Defendant, such as mandatory use of personal cell phones for work purposes.
25 For purposes of calculating Defendant's liability based on a best-case scenario for Plaintiff and the
26 Class, Plaintiff's Counsel estimated that Defendant was liable to each Class Member for \$7.09 per
27 workweek in unreimbursed expenses, for a total amount of approximately \$49,140.00 (\$7.50 x
28 6,552 workweeks). Id. Plaintiff's Counsel discounted this claim based on a 40% chance of

succeeding at class certification and a 40% chance of succeeding at trial to account for the difficulty of certifying and proving expense reimbursement claims, yielding a realistic damage estimate of approximately \$7,862.40 ($\$49,140.00 \times 40\% \times 40\%$). Id.

17. In sum, Plaintiff's Counsel estimated that Plaintiff's maximum recovery for the off-the-clock claim, meal period violations, and rest period violations (i.e., the wage claims) is approximately \$321,001.40. However, after factoring in the risk and uncertainty of prevailing at certification and trial, Plaintiff's Counsel estimates that Plaintiff's realistic estimated recovery for these non-penalty wage claims is approximately \$59,261.10. Id.

18. Derivative Penalties: Plaintiff alleged that as a result of Defendant's failure to pay all wages owed, Defendant owed waiting time penalties and wage statement penalties. With respect to Plaintiff's derivative claims for statutory penalties, Plaintiff's Counsel estimated that Defendant's realistic potential liability is approximately \$36,422.29. Id. Defendant's maximum potential liability for waiting time penalties is approximately \$179,519.04 (83 employees x \$15.02 average hourly rate of pay x 4.8 hours/day x 30 days) based on approximately 83 formerly employed Class Members during the 3-year statute of limitations period and an average shift length of 4.8 hours. Id. Defendant's maximum potential liability for inaccurate wage statements is approximately \$124,000.00 ([64 employees x 1 initial violation/employee x \$50 for an initial violation] + [(1,272 pay periods - 64 initial violations) x \$100 for each subsequent violation]). Id. In light of the foregoing, Plaintiff's Counsel believes that it would be unrealistic to expect the Court to award the full \$303,519.04 in statutory penalties given Defendant's defenses, the contested nature of Plaintiff's claims, the challenges of establishing willfulness as applicable, and the discretionary nature of penalties. Id. Considering that the underlying wage claims are realistically estimated to be approximately \$59,261.10, such a disproportionate award would also raise due process concerns. Id. As such, Plaintiff's counsel discounted these figures to account for the risk and uncertainty of obtaining class certification and prevailing at trial, resulting in a realistic evaluation of approximately \$21,542.29 for waiting time penalty claims ($\$179,519.04 \times 40\% \times 30\%$), and approximately \$14,880.00 for wage statement penalty claims ($\$124,000.00 \times 40\% \times 30\%$), or approximately \$36,422.29 total for statutory penalties. Id.

19. PAGA: For the PAGA claim, Plaintiff's Counsel determined that Defendant's potential exposure could potentially reach \$127,200.00, assuming the initial \$100 penalty would apply for each of the 1,272 pay periods in the PAGA Period. However, even assuming success on the merits of each claim, PAGA gives the Court discretion to reduce penalties for a variety of reasons, including where to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory. *Id.* As such, Plaintiff's counsel discounted this figure to account for the risk and uncertainty of prevailing at trial, resulting in a realistic evaluation of approximately \$12,720.00 for PAGA penalties (\$127,200.00 x 10%). The settlement allocates \$10,000.00 of the Gross Settlement Amount to PAGA, therefore the PAGA allocation amounts to 10% of the Gross Settlement Amount and approximately 79% of the realistic maximum damages for PAGA penalties (\$10,000.00 / \$12,720.00). *Id.*

20. Using these estimated figures, Plaintiff's Counsel predicted that the realistic maximum recovery for all claims, including penalties, would be approximately \$116,265.79. This means that the gross settlement figure represents approximately 86% of the realistic maximum recovery (\$100,000.00 / \$116,265.79). *Id.* Considering the risk and uncertainty of prevailing at class certification and at trial, this is an excellent result for the Class. *Id.* Indeed, because of the proposed Settlement, Class Members will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment. *Id.*

21. Based on the figures in the Settlement Agreement, the Net Settlement Amount available for class settlement payments is currently estimated to be \$21,116.67 for approximately 135 Class Members. As a result, each Settlement Class Member would be eligible to receive an average net benefit of approximately \$156.79.

Plaintiff's Counsel's Qualifications

22. Plaintiff is represented by WLF. The attorneys at WLF performed significant work and expended litigation costs in prosecuting this matter with no guarantee of payment.

23. WLF was selected by Best Lawyers and U.S. News & World Report as one of the nation's Best Law Firms since 2020 and is comprised of more than 100 attorneys and over 600 employees. WLF is actively and continuously practicing in employment litigation, representing

employees in both individual and class actions in both state and federal courts throughout California.

24. WLF is qualified to handle this Litigation because its attorneys are experienced in litigating Labor Code violations in individual, class action, and representative action cases. WLF has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as class actions involving consumer rights and data privacy litigation.

25. I graduated from the University of California, Santa Barbara with High Honors in 1991 with Bachelor of Arts degrees in Psychology. I received my Juris Doctor from UCLA Law School in 1996.

26. Upon graduating from law school in 1996, I worked for a boutique law firm practicing general litigation which included employment law matters. Since 2000 (that is, the last 25 years) my practice has been exclusively focused on labor and employment matters including handling wage and hour class, collective and representative actions (including the California Private Attorneys General Act, or “PAGA”), including in the international law firms of Morgan, Lewis & Bockius LLP (where I was a senior associate), Foley & Lardner LLP (where I was a partner and a national Vice Chair of the Labor and Employment Group), Norton Rose Fulbright LLP (where I was a partner) and Seyfarth Shaw LLP (where I was a partner and member of the Wage and Hour Practice Group). During my time at these law firms, I was the primary attorney or took a major leading role in defending employers on numerous wage and hour class, collective and representative actions.

27. In late June 2022 I left Seyfarth Shaw LLP and joined my current firm, Wilshire Law Firm, PLC, to represent plaintiff employees. I have been and am handling many wage and hour class and representative actions litigating such matters on behalf of plaintiff employees in numerous Superior Courts and District Courts. From matters representing both plaintiffs and defendants, I have successfully mediated the resolution of many wage and hour class, collective, and representative actions. Just since starting to settle cases in late April 2023 I have already successfully mediated matters in which I have been counsel or co-counsel resulting in **over \$280 million** in settlements and verdicts which are in the process of being finalized, and with numerous upcoming mediations scheduled. In those and numerous other matters, I have managed and assisted with the litigation and settlement of many wage and hour PAGA and class actions. In those actions, I performed similar

1 tasks as those performed in the course of prosecuting this action. Indeed, I recently tried and prevailed
2 in achieving a jury verdict in a certified wage and hour class action in the matter of *Aguilar-Flores*
3 *v. Javier's – CC LLC*, Los Angeles County Superior Court, Case No. 19STCV36438 (settled after
4 verdict).

5 28. I have received numerous awards for my legal work. For example, from 2015 to 2018,
6 I was listed in Los Angeles Super Lawyers for Employment Litigation (Thomson Reuters). I have
7 also served on numerous prominent boards and in other leadership positions, including serving as
8 Southern California Regional President for the Hispanic National Bar Association and on the board
9 of directors of the Mexican American Bar Foundation. I also previously served on the 5-member Los
10 Angeles Civil Service Commission, which generally oversees the personnel decisions for the City of
11 Los Angeles.

12 29. I have also published numerous blogs on labor and employment issues including on
13 wage and hour issues. For example, I published “Headline News: Wal-Mart v. Dukes-Impact on
14 Class Action Litigation” (while a partner with Foley & Lardner LLP) and “Are You Really Protected
15 From Wage-and-Hour Successor Liability in an Asset Purchase” (while a partner with Seyfarth Shaw
16 LLP). I have also been a presenter at numerous conferences, including being a presenter involving
17 the “Employment Law Update” at a National Employment Law Council conference.

18 30. Jeffrey C. Bils is a Junior Partner at WLF. He graduated from the University of
19 Wisconsin–Madison with a Bachelor of Arts in Journalism and German, and received his Juris
20 Doctor from the University of California, Los Angeles School of Law in 2014. During law school,
21 he was a Senior Editor on the UCLA Law Review and an Articles Editor on the Entertainment Law
22 Review. Mr. Bils served as a Judicial Extern for the Hon. Consuelo Bland Marshall in United States
23 District Court for the Central District of California, and also for the Hon. Sandra R. Klein of United
24 States Bankruptcy Court for the Central District of California. Mr. Bils graduated ranked No. 7 in
25 his graduating class from UCLA School of Law. He was admitted to practice law in the State of
26 California in 2014. Since graduating from law school, he has focused his legal work primarily on
27 employment matters, including wage-and-hour class action and PAGA representative action
28 litigation, and he has helped obtain dozens of settlements on behalf California workers, as well as

1 on behalf of California employers during his years on the defense bar. Mr. Bilis is a member of the
2 Beverly Hills Bar Association (BHBA), where he is a past member of the Board of Governors and
3 a past Chair of the Labor & Employment Law Section Executive Committee. He is also a member
4 of the California Employment Lawyers Association (CELA) and the Consumer Attorneys
5 Association of Los Angeles (CAALA).

6 31. Mohamed Bholat is a first-year Associate Attorney at Wilshire Law Firm, PLC. He
7 was admitted to practice law in the State of California in 2025. Mr. Bholat graduated from
8 University of California, Riverside with a Bachelor of Arts in Political Science. He received his
9 Juris Doctor from Southwestern Law School. Since graduating, his practice has been mainly
10 focused on wage and hour class action litigation.

11 32. Aram Boyadjian was a fifth-year Associate Attorney at WLF. He was admitted to
12 practice law in the State of California in 2021. Mr. Boyadjian graduated from the University of
13 California, Los Angeles, with a Bachelor of Arts in Political Science. He received his Juris Doctor
14 from Loyola Law School. During law school, he was a member of the student editorial board for
15 the International and Comparative Law Review. Since January 2021, his practice has mainly been
16 focused on wage and hour class action litigation.

17 33. Andrew Sandoval was a third-year Associate Attorney at WLF. He was admitted to
18 practice law in the State of California in 2022. Mr. Sandoval graduated from Azusa Pacific
19 University with a Bachelor of Arts in Economics. He received his Juris Doctor from Loyola Law
20 School. During law school, he was a Vice-President of La Raza de Loyola. Since graduating, his
21 practice has mainly been focused on wage and hour class action litigation.

22 34. Courtney M. Miller is a Settlement Attorney at WLF. She was admitted to practice
23 law in the State of California in 2019. Ms. Miller graduated from the University of California,
24 Santa Cruz, with a Bachelor of Arts in Sociology. Prior to becoming an attorney, Ms. Miller worked
25 at a boutique civil litigation firm for nearly a decade, primarily handling employment matters. She
26 earned her Juris Doctor from Southwestern Law School in 2019. Ms. Miller has prosecuted wage
27 and hour class and PAGA actions, almost exclusively, since 2020. As a handling attorney, Ms.
28 Miller obtained over \$30 million dollars in settlements on behalf of California employees.

35. WLF has no actual or potential conflicts of interest with Class Members or the proposed Administrator, Apex Class Action.

Administrator

Escalator Clause

Executed on August 25, 2026 at Los Angeles, California.

John C. Y. 1

John G. Yslas

EXHIBIT 1

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Jonas Mann, Esq.
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Jennifer Leinbach, Esq.
Nathan Kingery, Esq.
Elizabeth Votra, Esq.
Benjamin Haber, Esq.
Ghazaleh Attaran, Esq.
Christian Girgis, Esq.
Aram Boyadjian, Esq.
Andrew Sandoval, Esq.

April 4, 2023

LWDA

Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

We Do Dough Riverbank, Inc.
1601 Bessemer Street, Suite A
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(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6490 0645 11

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Re: **Mia Zaragoza adv. We Do Dough Riverbank, Inc.,
Notice of Labor Code Violations and PAGA Penalties**

To Whom It May Concern:

Please be advised that my office has been retained by Mia Zaragoza (“Employee”) to pursue a Labor Code Private Attorneys General Act of 2004 (“PAGA”) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against Employee’s former employer, We Do Dough Riverbank, Inc.; Crumble Cookies East Riverside LLC; and Crumbl Cookies – East Riverside LLC (together, “Employer”). The purpose of this letter is to comply with PAGA and set forth the facts and

theories of California Labor Code violations which we allege Employer engaged in with respect to Employee and all of Employer's Aggrieved Employees.

Employee wishes to pursue this action on behalf of Employee as an aggrieved employee, on behalf of the State of California, as well as on behalf of all other persons who worked for Employer in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Employee and the Aggrieved Employees suffered the Labor Code violations described below.

Employee's Employment with Employer

Employer owns/owned and operates/operated an industry, business, and establishment within the State of California, including Stanislaus County. As such, and based upon all the facts and circumstances incident to Employer's business in California, Employer is subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Employee Mia Zaragoza is a resident of Modesto, California who worked for Employer in Stanislaus County, California as an hourly-paid, non-exempt employee from approximately August 2021 to December 2022.

During Employee's employment for Employer, Employer paid Employee an hourly wage and classified Employee as non-exempt from overtime. Employer typically scheduled Employee to work at least five days in a workweek and at least eight hours per day, but Employee also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Employee's employment, Employer failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Employee with legally compliant meal periods, failed to authorize and permit Employee to take rest periods, failed to timely pay all final wages to Employee when Employer terminated Employee's employment, failed to furnish accurate wage statements to Employee, and failed to indemnify Employee for business expenditures. As discussed below, Employee's experience working for Employer was typical and illustrative.

Failure to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Employer failed to pay Employee and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Employer required Employee and the Aggrieved Employees to work “off-the-clock,” uncompensated, by, for example, requiring Employee and the Aggrieved Employees to perform work during uncompensated meal periods and rest periods, and requiring Employee and the Aggrieved Employees to perform work before clocking in and/or after clocking out. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Employer also failed to maintain accurate records of the hours Employee and the Aggrieved Employees worked.

As a result, Employer is liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Employer wrongfully failed to provide Employee and the Aggrieved Employees with their legally mandated 30-minute, uninterrupted, and duty-free meal period in a manner required by law. Employer also continued to assert control over Employee and the Aggrieved Employees by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Employee and the Aggrieved Employees permission to take a meal period under the conditions required by law, and without properly compensating Employee and the Aggrieved Employees for meal periods that were not provided as required by law. Employer also did not inform Employee of Employee’s right to, nor permitted Employee to take, all of Employee’s second meal periods when Employee worked at least ten hours of work in a workday and otherwise unlawfully pressured Employee to waive such breaks. Accordingly, Employer failed to provide meal periods to Employee and the Aggrieved Employees in compliance with California law.

Employee and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Employer, however,

regularly failed to pay Employee and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Employer is liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Employer has wrongfully failed to authorize and permit Employee and the Aggrieved Employees to take legally compliant rest periods in a manner required by law. Employer regularly required Employee and the Aggrieved Employees to work in excess of four consecutive hours a day without Employer authorizing and permitting Employee to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Employee and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Employer continued to assert control over Employee and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Employee and the Aggrieved Employees permission to take a rest period. Accordingly, Employer failed to authorize and permit Employee and the Aggrieved Employees to take rest periods in compliance with California law.

Employee and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Employer, however, regularly failed to pay Employee and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Employer is liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Employee and the Aggrieved Employees for all wages as discussed above, Employer also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month.

Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, Employer failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Employer, all wages for all rest periods not authorized and permitted by Employer, and all wages for all hours worked. As a result, Employer owes employees the legally required wages for unpaid wages, and Employee and the Aggrieved Employees suffered damages in those amounts.

Moreover, Employer is liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Employee seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Employer, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Employee and the Aggrieved Employees.

Employer's failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Employee and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Employer's records. Therefore, Employee and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Employer. As a direct result, Employee and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Employer to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Employer's knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Employee and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

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Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Employee and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Employer failed, and continues to fail to pay Employee and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Employer's employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

Employer's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Employee and the Aggrieved Employees are entitled to recover from Employer their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Employer is liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding

number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” (Lab. Code § 226(e)(1).)

Throughout the statutory period, Employer failed to, and continues to fail to timely furnish Employee and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Employer violated Labor Code § 226, Employee and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Employee and similarly Aggrieved Employees are entitled to recover from Employer the greater of their actual damages caused by Employer’s failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee. Moreover, Employer is liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to timely furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify his or her employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Employer wrongfully required Employee and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Employer. Employee and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses, including, without limitation, cell phone expenses and black pants with shoes as part of work uniform. Employee and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Employer, but Employer failed to indemnify Employee and the Aggrieved Employees for these employment-related expenses.

As a result, Employer is liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Employee and the Aggrieved Employees for necessary business expenditures.

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Failure to Produce Requested Employment Records

Labor Code § 226 provides that current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request. Labor Code § 1198.5(a) also provides that every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or his or her representative, an employer must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or her representative, not later than thirty (30) calendar days from the date the employer receives the written request, subject to some limited exceptions. Labor Code § 432 provides that if an employee or applicant signs any instrument relating to the obtaining or holding of employment, he or she shall be given a copy of the instrument upon request. On information and belief, Employee and the Aggrieved Employees, or some of them, submitted written request(s) to Employer for their payroll records, timecards, and personnel records but did not timely receive them as required by the Labor Code.

As a result, Employer is liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 226(f), 1198.5(k), and 2699 for failing to timely produce the requested records.

Action for Civil Penalties Under PAGA

In light of the above, Employee alleges that Employer violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 204 by failing to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements;

LWDA

Notice of Labor Code Violations and PAGA

April 4, 2023

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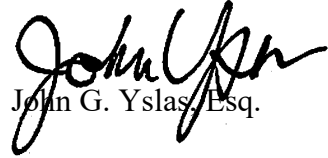
8. Labor Code § 2802 by failing to indemnify for necessary expenditures; and
9. Labor Code §§ 226, 432, and 1198.5 by failing to timely produced requested payroll records, timecards, and personnel records.

Therefore, on behalf of all Aggrieved Employees, Employee seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

Employee has placed Employer on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM

A handwritten signature in black ink, appearing to read "John Yslas", is written over the printed name.

John G. Yslas, Esq.

EXHIBIT 2

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Attorneys for Defendant
We Do Dough Riverbank, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS

MIA ZARAGOZA, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

WE DO DOUGH RIVERBANK, INC., a
California corporation; CRUMBLE
COOKIES EAST RIVERSIDE LLC, a
California limited liability company;
CRUMBL COOKIES – EAST RIVERSIDE
LLC, a California limited liability company;
and DOES 1 through 10, inclusive,

Defendants.

Case No. CV-23-001653

Assigned for All Purposes To:
Hon. John D. Freeland
Dept. 23

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between
Plaintiff Mia Zaragoza (“Plaintiff”) and Defendant We Do Dough Riverbank, Inc. (“Defendant”).

The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

1.1 “Action” means Plaintiff’s lawsuit alleging class action wage and hour violations against Defendant captioned *Mia Zaragoza v. We Do Dough Riverbank, Inc., et al.*, filed on March 30, 2023 in Stanislaus County Superior Court.

1.2 “Administrator” means Apex Class Action, the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4 “Aggrieved Employee” means all persons who worked for Defendant in California as an hourly-paid or non-exempt employee at any time during the PAGA Period.

1.5 “Class” means all persons who worked for Defendant in California as an hourly-paid or non-exempt employee at any time during the Class Period.

1.6 “Class Counsel” means John G. Yslas and Jeffrey C. Bils of Wilshire Law Firm, PLC.

1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will request approval from the Court of up to one-third (1/3) of the GSA (currently \$33,333.33 [thirty-three thousand three hundred thirty-three dollars and thirty-three cents]).

1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action, not to exceed \$25,000.00 (twenty-five thousand dollars and zero cents) and paid from the Gross Settlement Amount.

1.9 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of 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 an Aggrieved Employee).

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 Settlement and hearing date for Final 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” or “Class Settlement Period” means the period from October 3, 2018 through November 9, 2025 (“Settlement Class Period”).

1.14 “Class Representative” means the named Plaintiff Mia Zaragoza in the Action.

1.15 “Class Representative Service Payment” or “Enhancement Award” means the payment to the Class Representative for initiating the Actions and providing services in support of the Action.

1.16 “Court” means the Superior Court of California, County of Stanislaus.

1.17 “Defendant” mean named Defendant We Do Dough Riverbank, Inc.

1.18 “Defense Counsel” means Beth Kahn and Barbora Pulmanova of Musick, Peeler & Garrett LLP.

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

1.20 “Final Approval” means the Court’s order granting final approval of the Settlement.

1 1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval
2 of the Settlement.

3 1.22 “Final Judgment” means the Judgment entered by the Court upon granting Final
4 Approval of the Settlement.

5 1.23 “Gross Settlement Amount” or “GSA” means one hundred thousand dollars and zero
6 cents (\$100,000.00), which is the total amount Defendant agrees to pay under the Settlement,
7 except as provided in Paragraph 8 below.

8 1.24 “Individual Class Payment” means the Participating Class Member’s pro rata share of
9 the Net Settlement Amount calculated according to the number of Workweeks worked during the
10 Class Period.

11 1.25 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25%
12 of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during
13 the PAGA Period.

14 1.26 “Judgment” means the judgment entered by the Court based upon the Final Approval.

15 1.27 “LWDA” means the California Labor and Workforce Development Agency, the agency
16 entitled, under Labor Code section 2699, subd. (i) (2016).

17 1.28 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA
18 under Labor Code section 2699, subd. (i) (2016).

19 1.29 “Net Settlement Amount” means the Gross Settlement Amount, less the following
20 payments in the amounts approved by the Court: PAGA Penalties payment, Class Representative
21 Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and
22 the Administration Costs Payment. The remainder is to be paid to Participating Class Members
23 as Individual Class Payments.

24 1.30 “Non-Participating Class Member” means any Class Member who opts out of the
25 Settlement by sending the Administrator a valid and timely Request for Exclusion.

26 1.31 “Operative Complaint” means the operative Class Action Complaint filed on March 30,
27 2023 in the Action.

1 1.32 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee
2 worked for Defendant for at least one day during the PAGA Period.

3 1.33 “PAGA Period” means the period from April 5, 2022 through November 9, 2025.

4 1.34 “PAGA” means the Labor Code Private Attorneys General Act of 2004 (Labor Code §§
5 2698, *et seq.*) (2016).

6 1.35 “PAGA Notice” means Plaintiff’s April 5, 2023 letter to the LWDA and Defendant
7 providing notice pursuant to Labor Code section 2699.3, subd.(a) (2016).

8 1.36 “PAGA Penalties” means the total amount of \$10,000.00 in PAGA civil penalties to be
9 paid from the Gross Settlement Amount, allocated 25% (\$2,500.00) to the Aggrieved Employees
10 and 75% (\$7,500.00) to the LWDA in settlement of PAGA claims.

11 1.37 “Participating Class Member” means a Class Member who does not submit a valid and
12 timely Request for Exclusion from the Settlement.

13 1.38 “Plaintiff” means Mia Zaragoza, the named plaintiff in the Action.

14 1.39 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the
15 Settlement.

16 1.40 “Released Class Claims” means the claims being released as described in Paragraph 5.2
17 below.

18 1.41 “Released PAGA Claims” means the claims being released as described in Paragraph
19 5.3 below.

20 1.42 “Released Parties” means Defendant, as well as Defendant’s offices, shareholders,
21 owners, directors, agents, employees, attorneys, administrators, partners, successors,
22 predecessors, benefit plan fiduciaries and agents, assigns, subsidiaries, affiliates and insurers,
23 including but not limited to John Gauthier.

24 1.43 “Request for Exclusion” means a Class Member’s submission of a written request to be
25 excluded from the Class Settlement signed by the Class Member.

26 1.44 “Response Deadline” means forty-five (45) days after the Administrator mails Notice to
27 Class Members and Aggrieved Employees and shall be the last date on which Class Members
28 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 fourteen (14) calendar days beyond the Response Deadline has expired.

1.45 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.46 “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. **RECITALS.**

2.1 On March 30, 2023, Plaintiff filed a Class Action Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; and (8) Unfair Business Practices.

2.2 On April 5, 2023, pursuant to Labor Code § 2699.3, subd.(a) (2016), Plaintiff gave notice to the LWDA and Defendant that Plaintiff intended to proceed with a representative action under PAGA (LWDA-CM-946654-23).

2.3 Defendant denies the allegations in the Action, denies any failure to comply with the laws identified in the Actions, and deny any and all liability for the causes of action alleged in the Actions.

2.4 On November 19, 2024, the Parties participated in an all-day mediation presided over by mediator Kelly A. Knight, Esq. Thereafter, the Parties continued to negotiate and on September 9, 2025, the Parties agreed on general settlement terms.

2.5 In advance of mediation, Class Counsel conducted a thorough investigation into the facts of, and applicable law to, the Actions. Prior to mediation, Plaintiff obtained and analyzed a representative sampling of time and payroll data for Class Members and the necessary policy documents through informal discovery to properly evaluate the strengths and weakness of the claims and engage in meaningful settlement discussions. Plaintiff’s investigation was sufficient

1 to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794,
2 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008)
3 (“*Dunk/Kullar*”).

4 2.6 The Court has not granted class certification because the Parties engaged in mediation
5 before any class certification.

6 2.7 As part of this Settlement Agreement, the Parties agree that Plaintiff shall file a First
7 Amended Class and PAGA Representative Action Complaint to include all of the released claims.
8 The Parties and their counsel will cooperate with each other and use their best efforts, in good
9 faith, to effectuate the filing of a First Amended Class and PAGA Representative Action
10 Complaint. The First Amended Class Action and PAGA Representative Action Complaint shall
11 be the operative complaint in the Action (the “Operative Complaint”).

12 2.8 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any
13 other pending matters or actions asserting claims that will be extinguished or affected by the
14 Settlement.

15 3. **MONETARY TERMS.**

16 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
17 Defendant will pay one hundred thousand dollars and zero cents (\$100,000.00) to fully settle,
18 resolve, and extinguish all claims asserted in the Action, including without limitation all claims
19 asserted in the PAGA Notice. The Gross Settlement Amount is non-reversionary and includes
20 all employer payroll taxes owed on the Wages Portions of the Individual Class Payments

21 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct
22 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
23 in the Final Approval:

24 3.2.1 To Plaintiff: A payment for the Class Representative Service Payment to Plaintiff
25 of not more than \$5,000.00 (five thousand dollars and zero cents) in addition to any Individual
26 Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive
27 as a Participating Class Member. Defendant will not oppose Plaintiff’s request for a Class
28 Representative Service Payment that does not exceed this amount. As part of the motion for the

1 Class Counsel Fees and Litigation Expenses Payments, Plaintiff will seek Court approval for any
2 Class Representative Service Payment no later than sixteen (16) court days prior to the Final
3 Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class
4 Representative Service Payment less than the amount requested, the Administrator will retain the
5 remainder in the Net Settlement Amount to be distributed to Participating Class Members. The
6 Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff
7 assumes full responsibility and liability for employee taxes owed on the Class Representative
8 Service Payment.

9 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the
10 Gross Settlement Amount, which is currently estimated to be thirty-three thousand three hundred
11 dollars and thirty-three cents (\$33,333.33) and a Class Counsel Litigation Expenses Payment for
12 actual costs, not to exceed \$25,000.00 (twenty-five thousand dollars with zero cents). Defendant
13 will not oppose requests for these payments. Plaintiff and/or Class Counsel will file a motion for
14 Class Counsel Fees and Litigation Expenses Payment no later than sixteen (16) court days prior
15 to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class
16 Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts
17 requested, the Administrator will allocate the remainder to the Net Settlement Amount for
18 distribution to Participating Class Members. Released Parties shall have no liability to Class
19 Counsel or any other Plaintiff's counsel arising from any claim to any portion of Class Counsel
20 Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the
21 Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099
22 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class
23 Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant
24 harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or
25 sharing of any of these Payments.

26 3.2.3 To the Administrator: An Administrator Costs Payment not to exceed \$5,550.00
27 except for a showing of good cause and as approved by the Court. To the extent the
28 Administration Costs are less or the Court approves payment of less than \$5,550.00, the

1 Administrator will retain the remainder in the Net Settlement Amount to be distributed to
2 Participating Class Members.

3 3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by
4 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
5 Participating Class Members during the Class Period, and (b) multiplying the result by each
6 individual Participating Class Member's Workweeks.

7 3.2.4.1 Tax Allocation of Individual Class Payments. Ten percent (10%) of each
8 Participating Class Member's Individual Class Payment will be allocated to the Settlement of
9 wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be
10 reported on an IRS W-2 Form. The remaining ninety percent (90%) of each Participating Class
11 Member's Individual Class Payment will be allocated to the settlement of claims for interest,
12 reimbursement, and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject
13 to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members
14 assume full responsibility and liability for any employee taxes owed on their Individual Class
15 Payment.

16 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual
17 Class Payments. Non-Participating Class Members will not receive any Individual Class
18 Payments. The Administrator will retain amounts equal to their Individual Class Payments in the
19 Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

20 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of ten
21 thousand dollars and zero cents (\$10,000.00) to be paid from the Gross Settlement Amount, with
22 75% (\$7,500.00) allocated to the LWDA PAGA Payment and 25% (\$2,500.00) allocated to the
23 Individual PAGA Payments.

24 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a)
25 dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties of \$2,500.00 by
26 the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the
27 PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA
28

1 Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on
2 their Individual PAGA Payment.

3 3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested,
4 the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to
5 Participating Class Members. The Administrator will report the Individual PAGA Payments on
6 IRS 1099 Forms.

7 **4. SETTLEMENT FUNDING AND PAYMENTS.**

8 4.1 Class Workweeks. Based on a review of its records, Defendant represents there are 135
9 Class Members who collectively worked a total of approximately 6,552 workweeks during the
10 Class Period.

11 4.2 Class Data. Not later than ten (10) days after the Court grants Preliminary Approval of
12 the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a
13 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must
14 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement
15 and for no other purpose, and restrict access to the Class Data to Administrator employees who
16 need access to the Class Data to effect and perform under this Agreement. Defendant have a
17 continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted
18 class member identifying information and to provide corrected or updated Class Data as soon as
19 reasonably feasible. Without any extension of the deadline by which Defendant must send the
20 Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts,
21 in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class
22 Data.

23 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
24 Amount by transmitting the funds to the Administrator no later than fourteen (14) days after the
25 Effective Date.

26 4.4 Payments from the Gross Settlement Amount. Within ten (10) days after Defendant fully
27 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
28 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs

1 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
2 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the
3 Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall
4 not precede disbursement of Individual Class Payments and Individual PAGA Payments.

5 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or
6 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The
7 face of each check shall prominently state the date (180 days after the date of mailing) when the
8 check will be voided (“Void Date”). The Administrator will cancel all checks not cashed by the
9 Void Date. The Administrator will send checks for Individual Settlement Payments to all
10 Participating Class Members (including those for whom the Class Notice was returned
11 undelivered). The Administrator will send checks for Individual PAGA Payments to all
12 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
13 Employees (including those for whom Class Notice was returned undelivered). The Administrator
14 may send Participating Class Members a single check combining the Individual Class Payment
15 and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator
16 must update the recipients’ mailing addresses using the National Change of Address Database.

17 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class
18 Members whose checks are returned undelivered without USPS forwarding address. Within seven
19 (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
20 forwarding address provided or to an address ascertained through the Class Member Address
21 Search. The Administrator need not take further steps to deliver checks to Class Members whose
22 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
23 replacement check to any Class Member whose original check was lost or misplaced, requested
24 by the Class Member prior to the Void Date.

25 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA
26 Payment check is uncashed and canceled after the Void Date, the Administrator shall transmit the
27 funds represented by such checks to the California Controller’s Unclaimed Property Fund in the
28

1 name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of
2 California Code of Civil Procedure Section 384, subd. (b).

3 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall
4 not obligate Defendant to confer any additional benefits or make any additional payments to Class
5 Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6 5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the Gross
7 Settlement Amount, Plaintiff, Class Members, and Class Counsel will release claims against all
8 Released Parties as follows:

9 5.1 **Plaintiff’s Release.** Plaintiff discharges Released Parties from all claims,
10 transactions, or occurrences, that occurred at any time prior to the Effective Date, including all
11 claims that were, or reasonably could have been, alleged, based on the facts contained in the
12 Operative Complaint; and all claims arising out of the employment relationship or termination of
13 employment including but not limited to claims based on the Fair Employment and Housing Act,
14 Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the California Labor
15 Code, and all equivalent claims under federal law (“Plaintiff’s Release”). Plaintiff’s Release does
16 not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits,
17 unemployment benefits, disability benefits, social security benefits, workers’ compensation
18 benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff
19 acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts
20 or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s
21 Release shall be and remain effective in all respects, notwithstanding such different or additional
22 facts or Plaintiff’s discovery of them.

23 5.1.1 **Plaintiff’s Waiver of Rights Under California Civil Code Section 1542.** For
24 purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights,
25 and benefits, if any, of section 1542 of the California Civil Code, which reads:

26 **A general release does not extend to claims that the creditor or releasing party**
27 **does not know or suspect to exist in his or her favor at the time of executing**
28

1 **the release, and that if known by him or her would have materially affected**
2 **his or her settlement with the debtor or Released Party.**

3 5.2 Released Class Claims: All Participating Class Members will release all claims, rights,
4 demands, liabilities, and causes of action, alleged or which could have reasonably been alleged
5 against Released Parties based on the facts alleged in the operative Complaint, including but not
6 limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§
7 204, 210, 216, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to
8 Cal. Labor Code §§ 210, 216, 510, 1194, and 1198); (3) failure to provide meal periods (pursuant
9 to Cal. Labor Code §§ 210, 226.7 and 512); (4) failure to authorize and permit rest periods
10 (pursuant to Cal. Labor Code §§ 210, 226.7); (5) failure to timely pay final wages at termination
11 (pursuant to Cal. Labor Code §§ 201-203, 213(d), 216); (6) failure to provide accurate itemized
12 wage statements (pursuant to Cal. Labor Code §§ 226, 226.3, 1174, 1174.5); (7) failure to
13 indemnify employees for expenditures (pursuant to Cal. Labor Code §§ 2802); and (8) unfair
14 business practices (pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.*). The enumeration of
15 these specific claims shall neither enlarge nor narrow the scope of *res judicata* based on the claims
16 that were asserted in the Action or could have been asserted in the Action based on the facts and
17 circumstances alleged in the Complaint. The Released Class Claims are those that accrued during
18 the Class Period.

19 5.3 Released PAGA Claims: All Aggrieved Employees will release all claims for PAGA
20 civil penalties that are alleged or reasonably could have been alleged based on the facts alleged
21 in the operative Complaint and in Plaintiff's April 5, 2023 PAGA Notice, including but not
22 limited to: (1) failure to pay minimum, straight time, and overtime wages (pursuant to Cal. Labor
23 Code §§ 204, 210, 510, 1194, 1194.2, 1197, 1197.1, and 1198); (2) failure to provide meal periods
24 (pursuant to Cal. Labor Code §§ 210, 226.7 and 512); (3) failure to authorize and permit rest
25 periods (pursuant to Cal. Labor Code §§ 210 and 226.7); (4) failure to pay all earned wages twice
26 per month and unlawfully withholding accrued wages (pursuant to Cal. Labor Code §§ 204, 210
27 and 216); (5) failure to maintain accurate records of hours worked and meal periods (pursuant to
28 Cal. Labor Code §§ 1174, and 1174.5); (6) failure to timely pay final wages at termination

(pursuant to Cal. Labor Code §§ 201 – 203 and 213(d)); (7) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226 and 226.3); and (8) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code § 2802). The Released PAGA Claims are those that accrued during the PAGA Period.

6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

6.1 **Plaintiff’s Responsibilities**. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 **Responsibilities of Counsel**. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary Approval no later than sixteen (16) court days before the hearing, unless otherwise ordered by the Court, and deliver the Court’s Preliminary Approval Order to the Administrator.

6.3 **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 Apex Class Action to serve as the Administrator and verified that, as a condition of appointment, the Administrator 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 Costs. 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 ("QSF") under US Treasury Regulation section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into the QSF prior to distribution by the Administrator will become part of the NSA for distribution to Participating Class Members.

7.4 Notice to Class Members.

7.4.1 No later than five (5) calendar 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, Aggrieved Employees, 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 14 (fourteen) 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

1 Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the
2 Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment
3 and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks
4 and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the
5 Administrator shall update Class Member addresses using the National Change of Address
6 database.

7 7.4.3 Not later than five (5) calendar days after the Administrator's receipt of any Class
8 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
9 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
10 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class
11 Notice to the most current address obtained. The Administrator has no obligation to make further
12 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the
13 USPS a second time.

14 7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks
15 and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen days (14)
16 days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members
17 whose notice is re-mailed. The Administrator will inform the Class Member of the extended
18 deadline with the re-mailed Class Notice.

19 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
20 discovers any persons who believe they should have been included in the Class Data and should
21 have received Class Notice, the Parties will expeditiously meet and confer in person or by
22 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
23 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
24 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
25 requiring them to exercise options under this Agreement not later than fourteen (14) days after
26 receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

27 7.5 Requests for Exclusion (Opt-Outs).
28

1 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
2 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
3 later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional
4 fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion
5 is a letter from a Class Member or his/her representative that reasonably communicates the Class
6 Member's election to be excluded from the Settlement and includes the Class Member's name,
7 address and email address or telephone number. To be valid, a Request for Exclusion must be
8 timely faxed, emailed, or postmarked by the Response Deadline.

9 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
10 to contain all the information specified in the Class Notice. The Administrator shall accept any
11 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
12 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
13 determination shall be final and not appealable or otherwise susceptible to challenge. If the
14 Administrator has reason to question the authenticity of a Request for Exclusion, the
15 Administrator may demand additional proof of the Class Member's identity. The Administrator's
16 determination of authenticity shall be final and not appealable or otherwise susceptible to
17 challenge.

18 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
19 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
20 bound by all terms and conditions of the Settlement, including the Participating Class Members'
21 Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating
22 Class Member actually receives the Class Notice or objects to the Settlement.

23 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
24 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
25 right to object to the class action components of the Settlement. Because future PAGA claims are
26 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
27 are Aggrieved Employees are deemed to release the Released PAGA Claims identified in
28 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

1 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45)
2 days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for
3 Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks
4 and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member
5 may challenge the allocation by communicating with the Administrator via fax, email or mail.
6 The Administrator must encourage the challenging Class Member to submit supporting
7 documentation. In the absence of any contrary documentation, the Administrator is entitled to
8 presume that the Workweeks contained in the Class Notice are correct so long as they are
9 consistent with the Class Data. The Administrator's determination of each Class Member's
10 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
11 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the
12 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
13 Administrator's determination of the challenges.

14 7.7 Objections to Settlement.

15 7.7.1 Only Participating Class Members may object to the class action components of the
16 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
17 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
18 Payment and/or Class Representative Service Payment.

19 7.7.2 Participating Class Members may send written objections to the Administrator, by
20 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
21 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
22 Participating Class Member who elects to send a written objection to the Administrator must do
23 so not later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus
24 an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

25 7.7.3 Non-Participating Class Members have no right to object to any of the class action
26 components of the Settlement.

27 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
28 performed or observed by the Administrator contained in this Agreement or otherwise.

1 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish,
2 maintain and use an internet website to post information of interest to Class Members including
3 the date, time and location for the Final Approval Hearing and copies of the Settlement
4 Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice;
5 Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation
6 Expenses Payment and Class Representative Service Payment; the Final Approval Order; and the
7 Judgment. The Administrator will also maintain and monitor an email address and a toll-free
8 telephone number to receive Class Member calls, faxes and emails.

9 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
10 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later
11 than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
12 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
13 and other identifying information of Class Members who have timely submitted valid Requests
14 for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class
15 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
16 Exclusion from Settlement submitted (whether valid or invalid).

17 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports
18 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class
19 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether
20 valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods
21 received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA
22 Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment
23 of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and
24 objections received.

25 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to
26 address and make final decisions consistent with the terms of this Agreement on all Class Member
27 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision
28 shall be final and not appealable or otherwise susceptible to challenge.

1 7.8.5 Administrator's Declaration. Not later than fourteen (14) days before the date by
2 which Plaintiff is required to file the Motion for Final Approval of the Settlement, the
3 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
4 for filing in Court attesting to its due diligence and compliance with all of its obligations under
5 this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices
6 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the
7 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
8 number of written objections and attach the Exclusion List. The Administrator will supplement
9 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
10 for filing the Administrator's declaration(s) in Court.

11 7.8.6 Final Report by Settlement Administrator. Within ten (10) days after the
12 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide
13 Class Counsel and Defense Counsel with a final report detailing its disbursements by employee
14 identification number only of all payments made under this Agreement. At least fifteen (15) days
15 before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel
16 and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement
17 of all payments required under this Agreement. Class Counsel is responsible for filing the
18 Administrator's declaration in Court.

19 8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE**. Based on its records,
20 Defendant represents there are 135 Class Members who collectively worked a total of
21 approximately 6,552 Workweeks during the Class Period. If, on final calculation, the actual
22 number of Workweeks encompassed within the Class Period increases by more than 10%, then
23 Defendant at its exclusive discretion shall either (1) end the Class Period on the date on which the
24 total number workweeks is no more than 7,207 Workweeks, or (2) increase the Gross Settlement
25 Amount by a pro-rata dollar value for the weeks in excess of the escalation margin. For example,
26 if the number of Workweeks increases by 11%, the Gross Settlement Amount will increase by
27 1%. Under the first option no additional payment is necessary. If this provision is triggered so as
28 to increase the Gross Settlement Amount, the Parties agree that the portion of the Gross Settlement

Amount allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third (1/3) of the Gross Settlement Amount after the upward adjustment required by this provision is implemented. Defendant shall provide the Settlement Administrators with the Class Data to verify the total Workweeks prior to the filing for preliminary approval. If the Escalator Clause is triggered Defendant shall select an option prior to the filing for preliminary approval.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, to elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio and have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l); a Proposed Final Approval Order; and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the 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 (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

1 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
2 Approval on any material change to the Settlement (including, but not limited to, the scope of
3 release to be granted by Class Members), the Parties will expeditiously work together in good
4 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
5 Approval. The Court's decision to award less than the amounts requested for the Class
6 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
7 Expenses Payment, and/or Administrator Costs Payment shall not constitute a material
8 modification to the Agreement within the meaning of this paragraph.

9 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
10 Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes
11 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
12 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

13 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
14 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
15 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
16 counsel, and all Participating Class Members who did not object to the Settlement as provided in
17 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
18 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
19 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
20 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
21 obligations to perform under this Agreement will be suspended until such time as the appeal is
22 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
23 of the Net Settlement Amount.

24 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
25 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
26 modification of this Agreement (including, but not limited to, the scope of release to be granted
27 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
28 expeditiously work together in good faith to address the appellate court's concerns and to obtain

Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration Costs reasonably incurred after remittitur. 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 any amended judgment is required under Code of Civil Procedure §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 Defendant that any of the allegations in the Operative Complaint has merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Actions, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and 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 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government

1 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
2 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
3 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order
4 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
5 agency. Each Party agrees to immediately notify the other Party of any judicial or agency order,
6 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense
7 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
8 communication, before the filing of the Motion for Preliminary Approval, with any third party
9 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
10 "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
11 communications with Class Members in accordance with Class Counsel's ethical obligations
12 owed to Class Members.

13 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and
14 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
15 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
16 to communicate with Class Members in accordance with Defense Counsel's and Class Counsel's
17 ethical obligations and Class Counsel's fiduciary duties owed to Class Members.

18 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
19 together with its attached exhibits shall constitute the entire agreement between the Parties
20 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
21 inducements made to or by any Party.

22 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
23 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
24 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
25 its terms, and to execute any other documents reasonably required to effectuate the terms of this
26 Agreement including any amendments to this Agreement.

27 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
28 best efforts, in good faith, to implement the Settlement by, among other things, modifying the

1 Settlement Agreement, submitting supplemental evidence and supplementing points and
2 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
3 or content of any document necessary to implement the Settlement, or on any modification of the
4 Agreement that may become necessary to implement the Settlement, the Parties will seek the
5 assistance of a mediator and/or the Court for resolution.

6 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not
7 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
8 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
9 action, or right released and discharged by the Party in this Settlement.

10 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
11 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
12 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
13 Part 10, as amended) or otherwise.

14 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
15 modified, changed, or waived only by an express written instrument signed by all Parties or their
16 representatives, and approved by the Court.

17 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
18 to the benefit of, the successors of each of the Parties.

19 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
20 governed by and interpreted according to the internal laws of the state of California, without
21 regard to conflict of law principles.

22 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
23 of this Agreement. This Agreement will not be construed against any Party on the basis that the
24 Party was the drafter or participated in the drafting.

25 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
26 entered during Action and in this Agreement relating to the confidentiality of information shall
27 survive the execution of this Agreement.
28

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 Plaintiff:

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Jeffrey C. Bils (SBN 301629)
jeffrey.bils@wilshirelawfirm.com
Emily Borman (SBN 303180)
emily.borman@wilshirelawfirm.com
Lisa B. Iturriaga (SBN 339678)
lisa.iturriaga@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

To Defendant:

Beth Khan (SBN 134158)
b.kahn@musickpeeler.com
Barbora Pulmanova (SBN 234028)
b.pulmanova@musickpeeler.com
MUSICK, PEELER & GARRETT LLP
333 S. Hope Street, STE 2900
Los Angeles, CA 90071
Telephone: (213) 629-7612
Facsimile: (213) 624-1376

Attorneys for Defendant
We Do Dough Riverbank, Inc.

12.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or by 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.

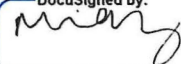
12.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date to bring a case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

12.19 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties within the provisions of Cal. Civil Proc. § 664.6, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid. Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the Stanislaus County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

IT IS SO AGREED.

By the Parties:

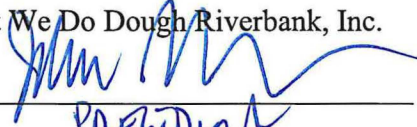
DATED: 4/21/2026

DocuSigned by:

FF10312AE66C450...

Plaintiff Mia Zaragoza

DATED: 4/27/2026

Defendant We Do Dough Riverbank, Inc.

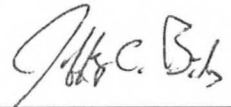
By: 

Position: PRESIDENT

1
2
3 Approved by counsel:

4 DATED: 4/21/2026

WILSHIRE LAW FIRM

5
6
7 BY: 

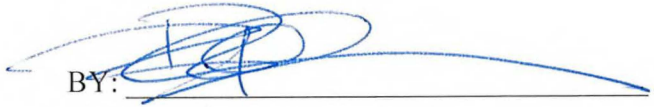
John G. Yslas

Jeffrey C. Yslas

8
9 Counsel for Plaintiff Mia Zaragoza

10
11 DATED: 4/27/26

MUSICK, PEELER & GARRETT LLP

12
13 BY: 

14 Barbora Pulmanova

15 Counsel for Defendant

16 We Do Dough Riverbank, Inc.
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EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

Zaragoza v. We Do Dough Riverbank, Inc., et al.
Case No. CV-23-001653 (Stanislaus County Superior Court)

***The Stanislaus County Superior Court authorized this notice.
It is not junk mail, spam, an advertisement, or solicitation by a lawyer.
Please read it carefully! You are not being sued.***

You may be eligible to receive money from an employee class and a representative action lawsuit (“Action”) against We Do Dough Riverbank, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by former employee, Mia Zaragoza, and seeks payment of back wages and other relief for a class of all persons currently or formerly employed by Defendant as hourly-paid, non-exempt employees in the State of California (“Class Members”) who worked for Defendant during the Class Period (October 3, 2018 through November 9, 2025); and (2) penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”) for all Class Members who worked for Defendant during the PAGA Period (April 5, 2022 through November 9, 2025) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA settlement requiring Defendant to fund Individual PAGA Payments and pay PAGA Penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] Workweeks during the Class Period and you worked [REDACTED] Pay Periods during the PAGA Period**. If you believe that you worked more during either period, you can submit a challenge by the deadline date.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. **READ THIS NOTICE CAREFULLY**. You will be deemed to have read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendant for claims released in the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant’s records indicate that you worked for Defendant at some point(s) between October 3, 2018 and November 9, 2025, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members’ claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the Labor Code Private Attorneys General Act of 2004 (“PAGA”). If you are a Class Member, you are also an “Aggrieved Employee” if you worked for Defendant during the “PAGA Period,” which is April 5, 2022 through November 9, 2025.

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator’s contact information can be found in Section 12, below).

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of the Action is the Stanislaus County Superior Court, and the case is titled, *Zaragoza v. We Do Dough Riverbank, Inc., et al.*, Case No. CV-23-001653. The person who sued, Mia Zaragoza, is the Plaintiff, and the company sued, We Do Dough Riverbank, Inc. is the Defendant.

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiff in the lawsuit alleges wage and hour violations against Defendant for: (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; and (8) Unfair Business Practices. In addition, Plaintiff is seeking to recover civil penalties pursuant to PAGA (“PAGA Penalties”) based on the alleged violations of the California Labor Code listed above. Defendant denies Plaintiff’s claims and deny any wrongdoing. Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages, restitution, civil penalties, attorneys’ fees, or costs are owed. Defendant contends, among other things, that at all times they complied with the law, including the California Unfair Competition law, the California Labor Code and the Industrial Welfare Commission Wage Orders. After good-faith negotiations in which both sides recognized the substantial risk of an uncertain outcome, Plaintiff and Defendant agreed to settle the Action pursuant to the terms and conditions of the Settlement.

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called “Class Representatives” (in this case, the Plaintiff) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court has not decided in favor of the Plaintiff or Defendant on the merits of the claims alleged in the lawsuit. Plaintiff believes Plaintiff would win at trial. Defendant thinks that Plaintiff’s lawsuit would not proceed to a trial and/or that Plaintiff would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiff, as well as Plaintiff’s lawyers (called “Class Counsel”), believes the Settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: All employees of Defendant who were classified as non-exempt and worked within the State of California at any time from October 3, 2018 through November 9, 2025.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount (“GSA”) of \$100,000.00 (One Hundred Thousand Dollars and Zero Cents) to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys’ fees of up to one-third of the GSA, currently \$33,333.33 and up to \$25,000.00 in costs; a Class Representative Service Payment of \$5,000.00 to Plaintiff (for Plaintiff’s work and efforts prosecuting this case); a PAGA Penalties payment of \$10,000.00 to resolve the PAGA claims; and Settlement Administration Costs to Apex Class Action, not to exceed \$5,550.00. The exact amount of the Class Counsel’s Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the “Net Settlement Amount” or the “NSA,” is currently estimated to be approximately **\$XXXXXXX**. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded (“opt out”) of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$10,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties payment, or \$7,500.00, will be paid to the California Labor and Workforce Development Agency. The remaining 25% of the PAGA Penalties payment, or \$2,500.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

Individual Class Payment: Your Individual Class Payment is based on the number Workweeks you worked, as represented in Defendant’s records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (October 3, 2018 through November 9, 2025). Eighty percent (80%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and twenty percent (20%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 20% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you worked for Defendant from April 5, 2022 through November 9, 2025 (“PAGA Period”), you are also an “Aggrieved Employee” and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees’ Individual PAGA Payment will be characterized as penalties and will not

be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on a Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement under California law.

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 12 below.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on [REDACTED], to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order granting final approval.

Following the Effective Date, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees approximately 30 days after the Court's approval of the Settlement becomes final so long as there are no appeals.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded 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). If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the Released Class Claims described below against Defendant and all of Defendant's officers, shareholders, owners, directors, agents, employees, attorneys, administrators, partners, successors, predecessors, benefit plan fiduciaries and agents, assigns, subsidiaries, affiliates and insurers,

including but not limited to John Gauthier (“Released Parties”). The releases become effective once the GSA is fully funded by Defendant.

Released Class Claims: All Participating Class Members will release all claims, rights, demands, liabilities, and causes of action, alleged or which could have reasonably been alleged against Released Parties based on the facts alleged in the operative Complaint, including but not limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 204, 210, 216, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 210, 216, 510, 1194, and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 210, 226.7 and 512); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 210, 226.7); (5) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201-203, 213(d), 216); (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226, 226.3, 1174, 1174.5); (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code §§ 2802); and (8) unfair business practices (pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.*). The enumeration of these specific claims shall neither enlarge nor narrow the scope of *res judicata* based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts and circumstances alleged in the Complaint. The Released Class Claims are those that accrued during the Class Period.

Released PAGA Claims: All Aggrieved Employees will release all claims for PAGA civil penalties that are alleged or reasonably could have been alleged based on the facts alleged in the operative Complaint and in Plaintiff’s April 5, 2023 PAGA Notice, including but not limited to: (1) failure to pay minimum, straight time, and overtime wages (pursuant to Cal. Labor Code §§ 204, 210, 510, 1194, 1194.2, 1197, 1197.1, and 1198); (2) failure to provide meal periods (pursuant to Cal. Labor Code §§ 210, 226.7 and 512); (3) failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 210 and 226.7); (4) failure to pay all earned wages twice per month and unlawfully withholding accrued wages (pursuant to Cal. Labor Code §§ 204, 210 and 216); (5) failure to maintain accurate records of hours worked and meal periods (pursuant to Cal. Labor Code §§ 1174, and 1174.5); (6) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201 – 203 and 213(d)); (7) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226 and 226.3); and (8) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code § 2802). The Released PAGA Claims are those that accrued during the PAGA Period.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator a written and signed request for exclusion which must be postmarked no later than [60 days after Class Notice is Mailed]. Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your request for exclusion to the settlement Administrator at:

Apex Class Action
Zaragoza v. We Do Dough Riverbank, Inc., et al.

XXXXXX

City, State, XXXXX

Email:

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (April 5, 2022 through November 9, 2025). If you ask to be excluded, you may be able to sue (or continue to sue) Defendant in the future.

13. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is [60 days after Class Notice is Mailed].

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

No, you will not receive an Individual Class Payment if you exclude yourself. You will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (April 5, 2022 through November 9, 2025). However, if you timely exclude yourself from the Settlement, you will retain the right to pursue your own legal action against Defendant, if you desire.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that Wilshire Law Firm is qualified to represent you and the Class Members in the lawsuit. These lawyers are called Class Counsel and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

John G. Yslas
john.yslas@wilshirelawfirm.com
Jeffrey C. Bils
jeffrey.bils@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 378-2548
Facsimile: (213) 381-9989

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve up to 1/3rd of the GSA (currently \$33,333.33) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of up to \$25,000.00 in litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve payment to Plaintiff Mia Zaragoza in the amount of \$5,000.00 in addition to Plaintiff's Individual Class

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

Payment and Individual PAGA Payment for the initiative, risk, and time and energy Plaintiff has spent in service to the Class as the Class Representative. The Court may award the Class Representative less than what is requested.

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before [REDACTED], at the following address:

Apex Class Action
Zaragoza v. We Do Dough Riverbank, Inc., et al.
[REDACTED]
City, State, [REDACTED]
Email: [REDACTED]

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from this Settlement. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from this settlement.

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

The Court will hold a Final Approval Hearing at [REDACTED] on [REDACTED] in Department 23 of the Stanislaus County Superior Court located at 801 10th Street, Modesto, CA 95354 to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

20. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the settlement administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendant about the legal issues in the Action.

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, Apex Class Action, by calling toll free 1-800 [REDACTED], or you can write to the Administrator at the following address:

Apex Class Action
Zaragoza v. We Do Dough Riverbank, Inc., et al.

[REDACTED]
[REDACTED]
City, State, [REDACTED]
Email: [REDACTED]

PLEASE DO NOT TELEPHONE THE COURT OR WE DO DOUGH RIVERBANK, INC., CRUMBLE COOKIES EAST RIVERSIDE LLC, AND CRUMBL COOKIES EAST RIVERSIDE LLC'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.

EXHIBIT 3

Evette Padilla

From: no-reply@formassembly.com
Sent: Friday, August 21, 2026 1:32 PM
To: Evette Padilla
Subject: Thank you for your Proposed Settlement Submission

08/21/2026 01:31:39 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 08/21/2026 01:31:39 PM your Proposed Settlement was successfully processed for case number LWDA-CM-946654-23

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cevette.padilla%40wilshirelawfirm.com%7Cfbdaf58f15e14a33cf5908deffc33dd8%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639229411226243001%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMilslkFOljoiTWVpbiIsIlIdUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=odbmO4QT610rVw0iVD7Yu9H%2FO3HRbT8qp%2BG8RzvMqao%3D&reserved=0

EXHIBIT 4



Quotation Request:
Celenia Ramos
Wilshire Law Firm, PLC
celenia.ramos@wilshirelawfirm.com
800.926.9799

Case Name: Zaragoza v. We Do Dough Riverbank, Inc.
Date: Tuesday, August 18, 2026
RFP Number: 50085264

Prepared By:
Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications	
Estimated Class Size:	129
Certified Language Translation:	No
Static Settlement Website	Yes
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	1	\$125.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
			Sub Total:	\$425.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	129	\$193.50
USPS First Class Postage	Per Piece	\$0.78	129	\$100.62
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.25	26	\$58.05
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	1	\$75.00
NCOA Address Update (USPS)	Static Rate	\$54.68	1	\$54.68
			Sub Total:	\$676.85

Project Management				
Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
			Sub Total:	\$620.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$60.00	1	\$60.00
Settlement Website: Static Apex URL	Static Rate	\$500.00	1	\$500.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$560.00
Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	2	\$240.00
Account Management and Reconciliation	Per Hour	\$140.00	2	\$280.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.50	129	\$193.50
USPS First Class Postage	Per Piece	\$0.78	129	\$100.62
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.25	13	\$29.03
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	4	\$400.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,200.00	1	\$1,200.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$350.00	1	\$350.00
Sub Total:				\$2,793.15
Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	1	\$135.00
Project Management Reconciliation	Per Hour	\$100.00	1	\$100.00
Declarations	Per Hour	\$120.00	2	\$240.00
Sub Total:				\$475.00
WILL NOT EXCEED:				\$5,550.00

Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.