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SUPERIOR COURT OF CALIFORNIA

COUNTY OF FRESNO, CENTRAL DIVISION

ANTONIO RAMIREZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

FORT WASHINGTON GOLF AND
COUNTRY CLUB, a California Corporation;
and DOES 1 through 10, inclusive,

Defendant.

Case No.: 24 CECG 02900

**CLASS ACTION AND PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT**

Complaint Filed: July 8, 2024

Assigned Judge: Hon. Lisa M. Gamoian

Trial Date: None set

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Antonio Ramirez, individually and on behalf of all others similarly situated, the putative class, the Class (if certified and settlement approved,) and aggrieved employees, and Defendant Fort Washington Golf and Country Club ("Fort Washington" or "Defendant"). The Agreement refers to

1 Plaintiff Antonio Ramirez and Defendant Fort Washington Golf and Country Club collectively as
2 "Parties," or individually as "Party."

3 **1. DEFINITIONS**

4 **1.1** "Action" means the matter of Antonio Ramirez, et al. v. Fort Washington Golf and
5 Country Club, Fresno County Superior Court, Case No. 24CECG02900.

6 **1.2** "Administrator" means Phoenix Class Action Administration Solutions, the neutral
7 entity the Plaintiff has agreed to appoint to administer the Settlement and who, as a condition of
8 appointment, has agreed to be bound by this Agreement and to perform, as a fiduciary, all duties
9 specified in this Agreement in exchange for the Administration Expenses Payment.

10 **1.3** "Administration Expenses Payment" means the amount payable to the
11 Administrator from the Gross Settlement Amount in exchange for its services under this
12 Agreement, in accordance with the Administrator's "not to exceed" bid submitted to the Court as
13 part of the Plaintiff's motion for preliminary approval of the Settlement, as set forth in the Final
14 Approval Order.

15 **1.4** "Aggrieved Employee" means any person who Defendant employed in a non-
16 exempt or hourly capacity in California during the PAGA Period.

17 **1.5** "Agreement" means this Class Action and Private Attorneys General Act ("PAGA")
18 Settlement Agreement, including Exhibit A hereto.

19 **1.6** "Class" means all persons who Defendant employed in a non-exempt or hourly
20 capacity in California during the Class Period.

21 **1.7** "Class Counsel" means Paul F. Sorrentino and Vincent P. Sorrentino of Sorrentino
22 & Associates PC.

23 **1.8** "Class Counsel Fees Payment" means the amount payable to Class Counsel from the
24 Gross Settlement Amount as payment for reasonable attorneys' fees incurred in prosecuting the
25 Action, in satisfaction for any attorney's fees recoverable by Plaintiff, Participating Class Members,
26 Aggrieved Employees, and/or the LWDA for any of the Released Class Claims and/or Released
27 PAGA Claims, as set forth herein and in the Final Approval Order.
28

1 **1.9** “Class Counsel Litigation Expenses Payment” means the amount payable to Class
2 Counsel from the Gross Settlement Amount as payment for costs incurred in prosecuting the Action,
3 in satisfaction for any costs recoverable by Plaintiff, Participating Class Members, Aggrieved
4 Employees, and/or the LWDA for any of the Released Class Claims and/or Released PAGA Claims,
5 as set forth herein and in the Final Approval Order.

6 **1.10** “Class Data” means each Class Member's name, last-known mailing address, Social
7 Security number, number of Class Workweeks, and number of PAGA Pay Periods, set forth in a
8 single Microsoft Excel file.

9 **1.11** “Class Member” or “Settlement Class Member” means a member of the Class, as
10 either a Participating Class Member or Non-Participating Class Member (including a Non-
11 Participating Class Member who qualifies as an Aggrieved Employee).

12 **1.12** “Class Member Address Search” means the Administrator's investigation and search,
13 as determined in the reasonable professional judgment of the Administrator, for Class Member
14 mailing addresses using available sources, methods and means including, but not limited to, the
15 National Change of Address database, skip traces, and direct contact by the Administrator with Class
16 Members.

17 **1.13** “Class Notice” means the Court-approved Notice of Class Action Settlement and
18 Hearing Date for Final Court Approval in substantially the same form as that attached Exhibit A
19 hereto.

20 **1.14** “Class Period” means the period from July 8, 2020 through and including February
21 28, 2026.

22 **1.15** “Class Representative” means the named plaintiff Antonio Ramirez.

23 **1.16** “Class Representative Service Payment” the amount payable to the Class
24 Representative from the Gross Settlement Amount for initiating the Action, providing services in
25 support of the Action, and providing a general release of claims and Civil Code §1542 waiver in
26 favor of Released Parties, as set forth herein and in the Final Approval Order.

27 **1.17** “Class Workweek” means any week (Monday through Sunday) during the Class
28 Period in which a Class Member: (1) worked directly for Defendant in a non-exempt or hourly

capacity in California; and, (2) earned wages for hours worked during the week.

1.18 "Court" means the Superior Court of California, County of Fresno.

1.19 "Defendant" means Defendant Fort Washington Golf and Country Club.

1.20 "Defense Counsel" means William C. Haesy and Michael J. Conway II of Sagaser, Watkins & Wieland PC.

1.21 "Effective Date" means the first date on which all of the following have occurred: (a) the Court enters Judgment in the Action; (b) the Judgment is final; and, (c) a Party, or the Court, has issued notice of entry of order of the Judgment. This Agreement will not become effective and the Judgment will not be considered final until this Action is no longer subject to appeal, which will occur when (i) no appeal is taken therefrom and the day on which to appeal therefrom (including any extension of time) has expired; or (ii) if any appeal is taken therefrom, on the date on which all appeals therefrom, including any petitions for rehearing or re-argument, petitions for rehearing *en banc*, petitions for a writ of certiorari or any other writ or any other form of review, have been finally disposed of such that the time to appeal therefrom (including any extension of time) has expired, in a manner resulting in affirmance of the order and/or judgment by the Court and the appellate court issues a remittitur. Once the order and/or judgment become non-appealable under either (i) or (ii) above, this Agreement will become effective.

1.22 "Employer-Side Payroll Taxes" means the taxes calculated by the Administrator, in accordance with this Agreement, payable by Defendant on the portion of the Individual Class Payments reported by the Administrator using IRS Form W-2.

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

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

1.25 "Gross Settlement Amount" means \$480,000, plus any additional amount that may be required under Section 7.1.2 of this Agreement.

1.26 "Individual Class Payment" means a Participating Class Member's pro rata share of the Net Settlement Amount calculated in accordance with Section 4.4 of this Agreement.

1 **1.27** “Individual PAGA Payment” means an Aggrieved Employee's pro rata share of 25
2 percent (other percentage ordered by the Court) of the PAGA Penalties payable to Aggrieved
3 Employees under PAGA, calculated in accordance with Section 4.3.4.2 of this Agreement.

4 **1.28** “Judgment” means the judgment entered by the Court in the Action in accordance
5 with the Final Approval Order.

6 **1.29** “LWDA” means the California Labor and Workforce Development Agency, the
7 agency entitled, under PAGA, to receive the LWDA PAGA Payment.

8 **1.30** “LWDA PAGA Payment” means 75 percent (or other percentage ordered by the
9 Court) of the PAGA Penalties payable to the LWDA under PAGA.

10 **1.31** “Net Settlement Amount” means the Gross Settlement Amount, less the Class
11 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative
12 Service Payment, the Administration Expenses Payment, and the PAGA Penalties (the Individual
13 PAGA Payments, and the LWDA PAGA Payment).

14 **1.32** “Non-Participating Class Member” means any Class Member who submits a valid
15 and timely Request for Exclusion.

16 **1.33** “Operative Complaint” means Plaintiff's First Amended Class Action and PAGA
17 Complaint, filed on or about July 18, 2024.

18 **1.34** “PAGA” means The Labor Code Private Attorneys General Act of 2004 (Labor Code
19 §§ 2698, et seq.).

20 **1.35** “PAGA Notice” means all notices issued by Plaintiff to the LWDA pursuant to
21 PAGA, including, but not limited to, Plaintiff's notice issued on or about May 14, 2024.

22 **1.36** “PAGA Pay Period” means any pay period (i.e., an ordinary, biweekly paycheck
23 cycle of Defendant) during the PAGA Period in which an Aggrieved Employee: (1) worked directly
24 for Defendant in a non-exempt or hourly capacity in California; and, (2) earned wages for hours
25 worked during the pay period.

26 **1.37** “PAGA Penalties” means \$10,000.00, payable from the Gross Settlement Amount to
27 the LWDA (as the LWDA PAGA Payment) and the Aggrieved Employees (as Individual PAGA
28 Payments) in settlement of the Released PAGA Claims, in accordance with PAGA.

1 **1.38** "PAGA Period" means the period from May 14, 2023 through February 28, 2026.

2 **1.39** "Participating Class Member" means a Class Member who does not submit a valid
3 and timely Request for Exclusion from the Settlement.

4 **1.40** "Plaintiff" means Antonio Ramirez.

5 **1.41** "Preliminary Approval Order" means the Court's order preliminarily approving the
6 Settlement.

7 **1.42** "Released Class Claims" means the claims Participating Class Members are releasing
8 as part of this Settlement, as described in Section 5.3.1 and Sections 5.3.1.1 through 5.3.1.1.19 of
9 this Agreement.

10 **1.43** "Released PAGA Claims" means the claims Aggrieved Employees and the State of
11 California (inclusive of all of its agencies, including the LWDA, or any other agency with authority
12 to prosecute the Released Class Claims) are releasing as part of this Settlement, as described in
13 Section 5.3.2 and Sections 5.3.2.1 through 5.3.2.1.20 of this Agreement.

14 **1.44** "Released Parties" means any of the following: Defendant's present and former
15 parent, subsidiary, and/or affiliated entities; entities commonly owned and/or controlled by
16 Defendant; Defendant's present and former owners; Defendant's present and former members;
17 Defendant's present and former board members, officers, directors, trustees, employees, agents and
18 attorneys, insurers, reinsurers, and any of their representatives, heirs, executors, and/or
19 administrators; Defendant's successors and/or assigns; and/or, any individual or entity who is or
20 could be liable for the claims released by Plaintiff, or for the Released Class Claims or the Released
21 PAGA Claims, on any legal theory, including, but not limited to, liability established pursuant to
22 Labor Code §§200.3, 558.1, or 2810.3, or on a joint-employer, alter-ego, or other theory of liability.

23 **1.45** "Request for Exclusion" means a Class Member's submission of a written document
24 containing the Class Member's name, address, and social security number, which reasonably
25 communicates his/her intent to exclude himself/herself from the Settlement in the professional
26 judgment of the Administrator.

27 **1.46** "Response Deadline" means either (a) 30 days after the Administrator mails Notice
28 to Class Members; or (b) in the case of Class Members whose Notice is remailed by the

1 Administrator after being returned as undeliverable, 59 days after the Administrator initially mails
2 Notice to Class Members.

3 **1.47** “Settlement” means the disposition of the Action effected by this Agreement and the
4 Judgment.

5 **2. RECITALS**

6 **2.1** Plaintiff represents and warrants that on or about May 14, 2024, and re-submitted on
7 November 17, 2025, he provided written notice to Defendant and the LWDA by sending a PAGA
8 Notice dated May 14, 2024, a true and correct copy of which is attached as Exhibit B to the Operative
9 Complaint.

10 **2.2** On or about July 8, 2024, Plaintiff filed a Class Action and PAGA Complaint.

11 **2.3** On or about July 18, 2024, Plaintiff filed the Operative Complaint.

12 **2.4** On January 7, 2026, the Parties participated in an all-day mediation presided over by
13 neutral Hon. Alan M. Simpson, retired Judge of the Fresno County Superior Court. On or about
14 January 28, 2026, the Parties continued to participate in a further mediation presided over by neutral
15 Hon. Alan M. Simpson, all which ultimately led to this Agreement to settle the Action.

16 **2.5** Prior to the mediation, Plaintiff obtained, through informal and formal discovery,
17 certain documents, including the number of putative Class Members as of a certain date, the number
18 of Aggrieved Employees as of a certain date, the estimated number of workweeks by putative Class
19 Members as of a certain date, the estimated number of PAGA Pay Periods as of a certain date, sample
20 time records, sample payroll records, written policies and related information. Plaintiff contends that
21 his investigation is sufficient to satisfy the criteria for Court approval set forth in *Dunk v. Footlocker*
22 *Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Footlocker Retail, Inc.* (2008) 168
23 Cal.App.4th 116, 129-130 (“Dunk/Kullar”).

24 **2.6** The Court has not granted class certification.

25 **3. NATURE OF SETTLEMENT**

26 **3.1** No Admission of Liability. Nothing contained herein nor the consummation of this
27 Agreement, or any pleadings or documents relating thereto, is to be construed or deemed an
28 admission of liability, culpability, negligence, wrongdoing on the part of Defendant or any Released

1 Party and Defendant and Released Parties expressly deny the same. The Parties have entered into
2 this Agreement with the intention to avoid further disputes and litigation with the attendant
3 inconvenience, business and personal disruption and expenses. Defendant opposes, and continues to
4 oppose, class or representative treatment of the Released Class Claims and Released PAGA Claims
5 if they were to be litigated rather than settled pursuant to this Agreement. In the event the judgment
6 is overturned, reversed, not affirmed in its entirety, or never becomes final, the Effective Date for
7 this Agreement does not occur, or the Agreement is voided, terminated or nullified for any reason,
8 Defendant does not waive any and all rights, including its right to oppose class certification in this
9 Action. This Agreement is a settlement document and shall be inadmissible in evidence in any
10 proceeding, except in an action or proceeding to approve, interpret or enforce this Agreement.
11 Whether or not the Agreement is finally approved, neither the Settlement nor any of its terms, nor
12 any document, statement, proceeding or conduct related to this Agreement, nor any accounts or
13 reports thereof, shall in any event be construed as, offered or admitted in evidence as, received as,
14 or deemed to be evidence for any purpose adverse to the Releasees, including, but not limited to,
15 evidence of presumption, concession, indication or admission by any of the Releasees of any
16 liability, fault, wrongdoing, admission, concession or damage and/or disclosed, referred to or offered
17 in evidence against any of the Released Parties in any further proceeding in this Action, or in any
18 other civil, criminal, administrative action or proceeding of any type, except for the purposes of
19 settling this Action pursuant to the terms of this Agreement, enforcing the Agreement or any
20 Judgment or enforcing the release of the Released Class Claims and/or Released PAGA Claims.

21 **3.2 Contingent Upon the Effective Date.** This Agreement, including the releases of
22 claims and payment obligations, is contingent upon the occurrence of the Effective Date. If, for any
23 reason, the Effective Date is not achieved, the Parties shall revert to their respective positions in the
24 Action and this Agreement shall be null and void.

25 **3.3 Res Judicata and/or Collateral Estoppel Effect of Judgment.** The Parties intend this
26 Agreement to bar any claims released through the Judgment in the Action, based on application of
27 applicable legal principles, including res judicata and/or collateral estoppel.

28 **3.4 Compliance With PAGA Obligations.** As a condition precedent to any and all

obligations by Defendant under the terms of this Agreement, Plaintiff and Plaintiff's counsel agree to comply and represent and warrant they have complied with all requirements under PAGA and provide written proof to Defendant and Defendant's counsel by no later ten (10) days after filing the Motion for Preliminary Approval, concerning all of the following:

(a) that the Plaintiff complied with Labor Code § 2669.3(a)(1)(A) and (B), including by providing the required written notice before commencing this Action;

(b) In the event the Plaintiff or Plaintiff's counsel has not and/or does not have written proof of submission to the LWDA of the complaint and first amended complaint in this Action, Plaintiff's counsel will do so within ten (10) calendar days of full execution of this Agreement; and.

(c) that the Plaintiff timely provided, as required, this Agreement to LWDA as required by PAGA, including Labor Code § 2699 (l)(2) or Labor Code § 2699 (s)(2), as applicable; and

(d) As a further condition precedent to any and all obligations by Defendant under the terms of this Agreement, Plaintiff and Plaintiff's counsel agree to comply with all requirements under PAGA and provide written proof to the Defendant and Defendant's counsel by no later than ten (10) days after entry of the judgment, that the Plaintiff and Plaintiff's counsel have provided a the Court's Judgment to LWDA as required by PAGA, including, but not limited to, Labor Code § 2699(l)(3) and/or Labor Code § 2699(s)(3), as applicable;

Defendant shall have the right in its sole discretion to terminate the settlement if Plaintiff does not comply with the above-referenced provisions in Section 3.4 and has otherwise not complied with the requirements of PAGA. Defendant must exercise its right to terminate the settlement relating to the items in Section 3.4 (a), (b) or (c) or any noncompliance with PAGA requirements by the later of either of the following: (1) no later than ten (10) calendar days after the Court's ruling on the Motion for Final Approval of the Settlement or (2) no later than ten (10) calendar days after the final ruling on appeal of the judgment. Defendant must exercise its right to terminate the settlement concerning the items in Section 3.4 (d) by no later than ten (10) business days after Plaintiff is to comply with the requirements set forth in Section 3.4 (d).

4. MONETARY TERMS

4.1 Gross Settlement Amount. Defendant promises to pay the Gross Settlement Amount

1 and Employer-Side Payroll Taxes within 30 days of the Effective Date. Defendant, or other Released
2 Parties, shall have no other monetary obligations under this Agreement.

3 **4.2** No Claims Process; No Reversion. The Administrator shall disburse the entire Gross
4 Settlement Amount without asking or requiring Participating Class Members or Aggrieved
5 Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount
6 shall revert to Defendant.

7 **4.3** Payments from the Gross Settlement Amount. The Administrator shall make and
8 deduct the following payments from the Gross Settlement Amount, in the amounts specified by the
9 Court in the Final Approval Order:

10 **4.3.1** To Plaintiff: A Class Representative Service Payment to the Class
11 Representative of not more than \$10,000.00, in addition to any Individual Class Payment and any
12 Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class
13 Member and Aggrieved Employee. Plaintiff shall have responsibility for seeking approval of the
14 Class Representative Service Award. Defendant shall not oppose Plaintiff's request for a Class
15 Representative Service Payment to the extent it does not exceed \$10,000.00. If the Court does not
16 approve a Class Representative Service Payment or awards less than the amount requested, it shall
17 not impact the validity of the Settlement (including Plaintiff's general release of claims and waiver
18 of rights under Civil Code §1542), and the Administrator shall retain the difference in the Net
19 Settlement Amount. The Administrator shall report the Class Representative Service Payment using
20 IRS Form 1099 or another required form. Plaintiff assumes full legal responsibility for taxes owed
21 on the Class Representative Service Payment and agrees to hold Defendant harmless, and indemnify
22 Defendant, from any dispute or controversy regarding any division, sharing, or taxation of this
23 payment.

24 **4.3.2** To Class Counsel: A Class Counsel Fees Payment of not more than 33⅓
25 percent of the Gross Settlement Amount; and, a Class Counsel Litigation Expenses Payment of not
26 more than \$30,000.00. Plaintiff shall have responsibility for seeking approval of the Class Counsel
27 Fees Payment and Class Counsel Litigation Expenses Payment. Defendant shall not oppose
28 Plaintiff's request for a Class Counsel Fees Payment to the extent it does not exceed 33⅓ percent of

1 the Gross Settlement Amount and Defendant shall not oppose Plaintiff's request for a Class Counsel
2 Litigation Expenses Payment to the extent it does not exceed \$30,000.00. If the Court does not
3 approve a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment, or awards
4 less than the amount(s) requested, it shall not impact the validity of the Settlement, and the
5 Administrator shall retain the difference in the Net Settlement Amount. Defendant and other
6 Released Parties shall have no liability to Class Counsel or any other attorney arising from any claim
7 to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment.
8 The Administrator shall report the Class Counsel Fees Payment and the Class Counsel Litigation
9 Expenses Payment using IRS Form 1099 or any other required form. Class Counsel assumes full
10 legal responsibility for taxes owed on the Class Counsel Fees Payment and the Class Counsel
11 Litigation Expenses Payment, and agrees to hold Defendant harmless, and indemnify Defendant,
12 from any dispute or controversy regarding any division, sharing, or taxation of these payments.

13 **4.3.3** To the Administrator: An Administrator Expenses Payment of not more than
14 \$25,000.00. Plaintiff shall have responsibility for seeking approval of the Administrator Expenses
15 Payment. Defendant shall not oppose Plaintiff's request for an Administrator Expense Payment to
16 the extent it does not exceed \$25,000.00, or to the extent good cause exists for an increased payment.
17 If the Court does not approve an Administrator Expenses Payment, or awards less than the amount
18 requested, it shall not impact the validity of the Settlement, and the Administrator shall retain the
19 difference in the Net Settlement Amount. The Administrator shall report the Administrator
20 Expenses Payment using IRS Form 1099 or any other required form. The Administrator assumes
21 full legal responsibility for taxes owed on the Administrator Expenses Payment and agrees to hold
22 Defendant harmless, and indemnify Defendant, from any dispute or controversy regarding any
23 division, sharing, or taxation of this payment.

24 **4.3.4** PAGA Penalties: PAGA Penalties in the amount of \$10,000.00, with PAGA
25 Penalties split between the LWDA PAGA Payment and Individual PAGA Payments. Plaintiff shall
26 have responsibility for seeking approval of the settlement of Released PAGA Claims generally,
27 including the PAGA Penalties allocation. Defendant shall not oppose Plaintiff's request for PAGA
28 Penalties to the extent it does not exceed \$10,000.00. If the Court awards less than the amount(s)

requested, it shall not impact the validity of the Settlement, and the Administrator shall retain the difference in the Net Settlement Amount. The Administrator shall report PAGA Penalties (including the LWDA PAGA Payment and Individual PAGA Payments) using IRS Form 1099 or any other required form. The LWDA and Aggrieved Employees assume full legal responsibility for taxes owed on the LWDA PAGA Payment and Individual PAGA Payments.

4.3.4.1 To the LWDA. The Administrator shall pay a portion of the PAGA Penalties to the LWDA as the LWDA PAGA Payment.

4.3.4.2 To Aggrieved Employees. The Administrator shall pay a portion of the PAGA Penalties to Aggrieved Employees as Individual PAGA Payments. The Administrator shall calculate each Individual PAGA Payment by dividing the sum payable to Aggrieved Employees as Individual PAGA Payments by the number of PAGA Pay Periods, then multiplying the result by each Aggrieved Employee's number of PAGA Pay Periods listed in the Class Data.

4.4 Payments from the Net Settlement Amount. The Administrator shall distribute the Net Settlement Amount to Participating Class Members as Individual Class Payments. The Administrator shall calculate each Individual Class Payment by dividing the Net Settlement Amount by the number of Class Workweeks worked by all Participating Class Members, then multiplying the result by each Participating Class Member's number of Class Workweeks listed in the Class Data. The Administrator shall report 10 percent (10%) of each Individual Class Payment as wages using IRS Form W-2 (or other required form), 80 percent (80%) of each Individual Class Payment as penalties using IRS Form 1099 (or other required form) and, to the extent required, the remaining ten percent (10%) of each Individual Class Payment as business expense reimbursement using any required form. To the extent no form is required for the portion of the Individual Class Payment allocated to business expense reimbursement, no form shall be required to be sent to the Participating Class Members. Participating Class Members assume full legal responsibility for employee-side taxes owed on the Individual Class Payments. The Administrator shall not issue Individual Class Payments to Non-Participating Class Members.

5. RELEASES OF CLAIMS

1 5.1 Effective Date of Releases. The releases described in this Agreement shall take effect
2 upon the Effective Date.

3 5.2 Plaintiff's General Release and Civil Code §1542 Waiver.

4 5.2.1 General Release. Plaintiff, on behalf of himself and on behalf of his respective
5 former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and
6 assigns, agrees to release and discharge Released Parties from all known and unknown claims of
7 whatever type that Plaintiff has or may have against Released Parties through the date of Plaintiff's
8 execution of this Agreement, except for claims to enforce this Agreement or claims that Plaintiff
9 cannot release via a general release as a matter of law, including claims for unemployment and
10 workers' compensation benefits ("Plaintiff's General Release").

11 5.2.2 Waiver of Rights Under California Civil Code §1542. Plaintiff acknowledges
12 that he may discover facts or law different from, or in addition to, the facts or law that he now knows
13 or believes to be true, which could materially affect his decision to agree to the releases set forth in
14 this Agreement. Nonetheless, Plaintiff voluntarily assumes this risk and agrees that Plaintiff's
15 General Release shall remain in effect notwithstanding such different or additional discoveries. To
16 this end, Plaintiff expressly waives and relinquishes his rights under California Civil Code §1542,
17 which provides:

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

24 5.3 Release by Participating Class Members and Aggrieved Employees.

25 5.3.1 Release of Class Claims. As of the Effective Date, all Participating Class
26 Members shall release the Released Parties of all claims Plaintiff alleged, or could have alleged, on
27 a class basis or otherwise, by reason of or in connection with any matter or fact set forth in the
28 Operative Complaint, including Exhibit B, and which arose or existed during the Class Period. This
release includes the release of all remedies recoverable or available for the Released Class Claims,
including, but not limited to, any and all claims alleged in the First through Ninth Causes of Action

1 in the Operative Complaint, including, as applicable, all forms of economic and non-economic
2 damages, wages, punitive damages, penalties (whether statutory, civil or otherwise), restitution,
3 disgorgement, interest, costs, attorneys' fees, and injunctive or other equitable relief. This release
4 shall bind Participating Class Members regardless of whether they receive the Class Notice, receive
5 and/or negotiate their Individual Class Payment, object to the Settlement, or dispute the Class
6 Workweeks set forth in the Class Data.

7 **5.3.1.1** Illustration of Released Class Claims. Without limiting the foregoing,
8 Released Class Claims shall include all claims:

9 **5.3.1.1.0** Relating to the failure to provide legally compliant meal
10 periods, including, but not limited to, due to the failure to provide meal periods at all, the failure to
11 provide a sufficient number of meal periods, failure to provide legally compliant first or second meal
12 periods (or any other required meal periods), interrupting meal periods, imposing on-duty meal
13 periods, imposing on-premises meal periods, failure to provide timely and duty-free meal periods,
14 providing short meal periods, providing late meal periods, combining meal and rest periods, skipping
15 or taking non-compliant meal periods and/or violating Labor Code Sections 226.7 and/or 512 and/or
16 any applicable wage order;

17 **5.3.1.1.1** Relating to the failure to pay meal period premiums in all
18 instances required by law, including failures to pay meal period premiums at all, or at the correct
19 rate(s) of pay, or in a timely manner;

20 **5.3.1.1.2** Relating to the failure to provide legally compliant rest or
21 recovery periods, including, but not limited to, due to the failure to provide rest or recovery periods
22 at all, the failure to provide a sufficient number of rest or recovery periods, failing to provide timely
23 and duty-free rest or recovery periods, skipping and/or taking non-compliant rest or recovery
24 periods, interrupting rest or recovery periods, imposing on-duty rest or recovery periods, imposing
25 on-premises rest or recovery periods, providing short rest or recovery periods, providing late or
26 otherwise untimely rest or recovery periods, combining meal and rest periods, violating Labor Code
27 Section 226.7 and/or any applicable wage order;

28 **5.3.1.1.3** Relating to the failure to pay rest or recovery period premiums

1 in all instances required by law, including, but not limited to, due to the failure to pay rest period
2 premiums at all, or at the correct rate(s) of pay, and/or in a timely manner;

3 **5.3.1.1.4** Relating to unpaid minimum or straight time wages, including,
4 but not limited to, unpaid minimum or straight time wages due as a result of any off-the-clock work
5 performed, working during rest periods, of rounding, of other time record alterations or
6 manipulations, and/or violations of Labor Code Sections 204, 1194, 1174(d) and 1194.2 and/or
7 applicable wage orders;

8 **5.3.1.1.5** Relating to unpaid overtime (including double-time) wages,
9 including, but not limited to, unpaid overtime wages due as a result of any off-the-clock work
10 performed, working during rest periods, of rounding, or of other time record alterations or
11 manipulations, hours worked over eight hours in a day or forty hours in a week, violation of Labor
12 Code Sections 204, 510, 1194, 1198, 1174(d), 1194(a) and/or any applicable wage order, and/or of
13 the failure to accurately calculate the regular rate of pay;

14 **5.3.1.1.6** Relating to the failure to keep or maintain, whether at all or
15 accurately, records required under Labor Code, including sections 226, 432, 1174, and 1198.5, or
16 the applicable IWC Wage Order(s), failing to provide the records to Class Members upon their
17 request, either at all, and/or in a timely and complete manner and/or failing to maintain accurate
18 records of all meal periods taken or missed;

19 **5.3.1.1.7** Relating to the failure to keep and/or furnish to Class Members
20 accurate, itemized wage statements, including in violation of Labor Code Sections 201 through 204,
21 226, 510, 558, 1194, 1197.4 and 1197.1, including, but not limited to, due to the failure to list in
22 each wage statement, whether at all or accurately, the gross wages earned, total hours worked, net
23 wages earned, all deductions, inclusive dates of the period for which employee is paid, all applicable
24 hourly rates in effect during the applicable pay period and the corresponding number of hours
25 worked at each hourly rate, applicable piece rates in effect during the applicable pay period and the
26 corresponding number of pieces earned, the legal name and address of the legal entity that is the
27 employer, the legal name and address of the entity securing the services of Defendant, the name of
28 the employee and last four digits of his or her Social Security number or an identification number

1 other than a Social Security number, the total hours of compensable rest and recovery periods, the
2 total hours of nonproductive time, and/or failure to track sick leave;

3 **5.3.1.1.8** Relating to the failure to pay all accrued wages owed to Class
4 Members at the time of separation, including, but not limited, due to the failure to pay such wages
5 at all, in the amount(s) due, and/or in a timely manner at the time of separation;

6 **5.3.1.1.9** Relating to the failure to pay all wages owed to Class Members
7 at the time of separation, including, but not limited to, due to the failure to pay such wages at all, in
8 the amount(s) due, and/or in a timely manner upon separation;

9 **5.3.1.1.10** Relating to the failure to pay all wages owed to Class Members
10 during employment, including, but not limited to, due to the failure to pay such wages at all, in the
11 amount(s) due, failure to pay due to errors, mistakes or miscalculations, and/or in a timely manner,
12 including within the time frames specified in or covered by Labor Code sections 201, 202, 203, 204,
13 204b, 205, or others as applicable;

14 **5.3.1.1.11** Relating to the failure to reimburse necessary business
15 expenses incurred by Class Members in compliance with Labor Code §2802, any applicable wage
16 order or other applicable law, including, but not limited to, as the result of the failure to reimburse,
17 in whole or in part, Class Members for expenses such as use of a personal vehicle (including mileage,
18 gas, and wear and tear, travel and parking expense), and/or for use or purchase of cellphone,
19 computers, and/or internet plans associated with operating the same;

20 **5.3.1.1.12** For violations of, or for penalties pursuant to, California Labor
21 Code §§ 201, 202, 203, 204, 212, 213, 226, 226.7, 227.3, 510, 512, 1174, 1182.12, 1197, 1198,
22 1198.5, 2800, 2802; any applicable provisions(s) of the IWC Wage Order(s) implicated by the
23 allegations above; 8 C.C.R. §3395; California Business and Professions Code §§17200-17208;
24 California Civil Code §§3287 and 3289; California Code of Civil Procedure §1021.5; and, related
25 claims under the applicable provisions of the Fair Labor Standards Act (29 U.S.C. §§201, *et seq.*);

26 **5.3.1.1.13** Relating to willful failure to pay employees all minimum
27 wages, overtime wages, meal period premiums and rest period premium wages due within the time
28 period specified by California law, including at the time of separation or termination of employment;

1 **5.3.1.1.14** Relating to the failure to pay all overtime wages and/or meal
2 period and rest period premiums based on the correct regular rate of pay;

3 **5.3.1.1.15** Relating to any and all claims under Labor Code Sections
4 218.6, 1194 and 1194.2, including claims for liquidated damages, interest, attorneys' fees and costs
5 of suit;

6 **5.3.1.1.16** Relating to any and all claims for attorneys' fees and/or costs
7 of suit, including statutory under the Labor Code, including, but not limited to, Labor Code Sections
8 203, 226, 218.5, 218.6, 1194(a) and 2802; and/or Code of Civil Procedure Section 1021.5 and/or
9 any other applicable law;

10 **5.3.1.1.17** Relating to violations of Title 8, Section 11050(5)(A) relating
11 to reporting time, including, but not limited to, relating to each work day when an employee is
12 required to and does report to work, but is either not put to work or is furnished less than half of said
13 employee's usual scheduled day's work, failure to pay the employee no less than half and in no event
14 less than two hours of the employee's regular rate of pay;

15 **5.3.1.1.18** Failing to account for and/or pay any and all applicable split
16 shift premiums, including, but not limited to, under any applicable wage order.

17 **5.3.1.1.19** Relating to unfair business practices associated with any of the
18 foregoing, including, under or pursuant to Business & Professions Code Sections 17200 *et seq.*,
19 and/or for restitution, disgorgement, obtaining property, money and/or services, equitable relief,
20 including injunctive relief.

21 **5.3.2** Release of PAGA Claims. As of the Effective Date, the State of California
22 (including the LWDA and/or any other agency or official who could prosecute the Released PAGA
23 Claims) and Aggrieved Employees shall release Defendant and other Released Parties of all claims
24 Plaintiff alleged, or could have alleged, under PAGA, by reason of or in connection with any matter
25 or fact set forth in the Operative Complaint or PAGA Notice, and which arose or existed during the
26 PAGA Period. This release includes the release of all remedies recoverable or available for the
27 Released PAGA Claims, including, as applicable, all forms of economic and non-economic
28 damages, wages, punitive damages, penalties (whether statutory, civil or otherwise), restitution,

1 disgorgement, interest, costs, attorneys' fees, and injunctive or other equitable relief. This release
2 shall bind Aggrieved Employees regardless of whether they receive the Class Notice, receive and/or
3 negotiate their Individual PAGA Payment, object to the Settlement, or dispute the PAGA Pay
4 Periods set forth in the Class Data.

5 **5.3.2.1** Illustration of Released PAGA Claims. Without limiting the
6 foregoing, Released PAGA Claims shall include all claims assertable under PAGA:

7 **5.3.2.1.0** Relating to the failure to provide legally compliant meal
8 periods, including, but not limited to, due to the failure to provide meal periods at all, the failure to
9 provide a sufficient number of meal periods, failure to provide legally compliant first or second meal
10 periods (or any other required meal periods), interrupting meal periods, imposing on-duty meal
11 periods, imposing on-premises meal periods, failure to provide timely and duty-free meal periods,
12 providing short meal periods, providing late meal periods, combining meal and rest periods, skipping
13 or taking non-compliant meal periods and/or violating Labor Code Sections 226.7 and/or 512 and/or
14 any applicable wage order;

15 **5.3.2.1.1** Relating to the failure to pay meal period premiums in all
16 instances required by law, including failures to pay meal period premiums at all, or at the correct
17 rate(s) of pay, or in a timely manner;

18 **5.3.2.1.2** Relating to the failure to provide legally compliant rest or
19 recovery periods, including, but not limited to, due to the failure to provide rest or recovery periods
20 at all, the failure to provide a sufficient number of rest or recovery periods, failing to provide timely
21 and duty-free rest or recovery periods, skipping and/or taking non-compliant rest or recovery
22 periods, interrupting rest or recovery periods, imposing on-duty rest or recovery periods, imposing
23 on-premises rest or recovery periods, providing short rest or recovery periods, providing late or
24 otherwise untimely rest or recovery periods, combining meal and rest periods, violating Labor Code
25 Section 226.7 and/or any applicable wage order;

26 **5.3.2.1.3** Relating to the failure to pay rest or recovery period premiums
27 in all instances required by law, including, but not limited to, due to the failure to pay rest period
28 premiums at all, or at the correct rate(s) of pay, and/or in a timely manner;

1 **5.3.2.1.4** Relating to unpaid minimum or straight time wages, including,
2 but not limited to, unpaid minimum or straight time wages due as a result of any off-the-clock work
3 performed, working during rest periods, of rounding, of other time record alterations or
4 manipulations, and/or violations of Labor Code Sections 204, 1194, 1174(d) and 1194.2 and/or
5 applicable wage orders;

6 **5.3.2.1.5** Relating to unpaid overtime (including double-time) wages,
7 including, but not limited to, unpaid overtime wages due as a result of any off-the-clock work
8 performed, working during rest periods, of rounding, or of other time record alterations or
9 manipulations, hours worked over eight hours in a day or forty hours in a week, violation of Labor
10 Code Sections 204, 510, 1194, 1198, 1174(d), 1194(a) and/or any applicable wage order, and/or of
11 the failure to accurately calculate the regular rate of pay;

12 **5.3.2.1.6** Relating to the failure to keep or maintain, whether at all or
13 accurately, records required under Labor Code, including sections 226, 432, 1174, and 1198.5, or
14 the applicable IWC Wage Order(s), failing to provide the records to Class Members upon their
15 request, either at all, and/or in a timely and complete manner and/or failing to maintain accurate
16 records of all meal periods taken or missed;

17 **5.3.2.1.7** Relating to the failure to keep and/or furnish to Class Members
18 accurate, itemized wage statements, including in violation of Labor Code Sections 201 through 204;
19 226, 510, 558, 1194, 1197.4 and 1197.1, including, but not limited to, due to the failure to list in
20 each wage statement, whether at all or accurately, the gross wages earned, total hours worked, net
21 wages earned, all deductions, inclusive dates of the period for which employee is paid, all applicable
22 hourly rates in effect during the applicable pay period and the corresponding number of hours
23 worked at each hourly rate, applicable piece rates in effect during the applicable pay period and the
24 corresponding number of pieces earned, the legal name and address of the legal entity that is the
25 employer, the legal name and address of the entity securing the services of Defendant, the name of
26 the employee and last four digits of his or her Social Security number or an identification number
27 other than a Social Security number, the total hours of compensable rest and recovery periods, the
28 total hours of nonproductive time, and/or failure to track sick leave;

1 **5.3.2.1.8** Relating to the failure to pay all accrued wages owed to Class
2 Members at the time of separation, including, but not limited, due to the failure to pay such wages
3 at all, in the amount(s) due, and/or in a timely manner at the time of separation;

4 **5.3.2.1.9** Relating to the failure to pay all wages owed to Class Members
5 at the time of separation, including, but not limited to, due to the failure to pay such wages at all, in
6 the amount(s) due, and/or in a timely manner upon separation;

7 **5.3.2.1.10** Relating to the failure to pay all wages owed to Class Members
8 during employment, including, but not limited to, due to the failure to pay such wages at all, in the
9 amount(s) due, failure to pay due to errors, mistakes or miscalculations, and/or in a timely manner,
10 including within the time frames specified in or covered by Labor Code sections 201, 202, 203, 204,
11 204b, 205, or others as applicable;

12 **5.3.2.1.11** Relating to the failure to reimburse necessary business
13 expenses incurred by Class Members in compliance with Labor Code §2802, any applicable wage
14 order or other applicable law, including, but not limited to, as the result of the failure to reimburse,
15 in whole or in part, Class Members for expenses such as use of a personal vehicle (including mileage,
16 gas, and wear and tear, travel and parking expense), and/or for use or purchase of cellphone,
17 computers, and/or internet plans associated with operating the same;

18 **5.3.2.1.12** For violations of, or for penalties pursuant to, California Labor
19 Code §§ 201, 202, 203, 204, 212, 213, 226, 226.7, 227.3, 510, 512, 1174, 1182.12, 1197, 1198,
20 1198.5, 2800, 2802; any applicable provisions(s) of the IWC Wage Order(s) implicated by the
21 allegations above; 8 C.C.R. §3395; California Business and Professions Code §§17200-17208;
22 California Civil Code §§3287 and 3289; California Code of Civil Procedure §1021.5; and, related
23 claims under the applicable provisions of the Fair Labor Standards Act (29 U.S.C. §§201, *et seq.*);

24 **5.3.2.1.13** Relating to willful failure to pay employees all minimum
25 wages, overtime wages, meal period premiums and rest period premium wages due within the time
26 period specified by California law, including at the time of separation or termination of employment;

27 **5.3.2.1.14** Relating to the failure to pay all overtime wages and/or meal
28 period and rest period premiums based on the correct regular rate of pay;

1 5.3.2.1.15 Relating to any and all claims under Labor Code Sections
2 218.6, 1194 and 1194.2, including claims for liquidated damages, interest, attorneys' fees and costs
3 of suit;

4 5.3.2.1.16 Relating to any and all claims for attorneys' fees and/or costs
5 of suit, including statutory under the Labor Code, including, but not limited to, Labor Code Sections
6 203, 226, 218.5, 218.6, 1194(a) and 2802; and/or Code of Civil Procedure Section 1021.5 and/or
7 any other applicable law;

8 5.3.2.1.17 Relating to violations of Title 8, Section 11050(5)(A) relating
9 to reporting time, including, but not limited to, relating to each work day when an employee is
10 required to and does report to work, but is either not put to work or is furnished less than half of said
11 employee's usual scheduled day's work, failure to pay the employee no less than half and in no event
12 less than two hours of the employee's regular rate of pay;

13 5.3.2.1.18 Failing to account for and/or pay any and all applicable split
14 shift premiums, including, but not limited to, under any applicable wage order.

15 5.3.2.1.19 Relating to unfair business practices associated with any of the
16 foregoing, including, under or pursuant to Business & Professions Code Sections 17200 *et seq.*,
17 and/or for restitution, disgorgement, obtaining property, money and/or services, equitable relief,
18 including injunctive relief.

19 5.3.2.1.20 For violations of, or for penalties pursuant to, California Labor
20 Code §§ 201, 202, 203, 204, 212, 213, 216, 226.7, 227.3, 510, 1174, 1182.12, 1197, 1198, 1198.5,
21 2800, 2802; any applicable provision(s) of the IWC Wage Order(s) implicated by the allegations
22 above; 8 C.C.R. § 3395; and all default civil penalties provided for in Labor Code § 2699(f) for any
23 of the Released PAGA Claims.

24 5.4. Construction. The Parties intend that this release be construed as broadly as possible,
25 in favor of releasing claims. However, "Released Class Claims" and "Released PAGA Claims" shall
26 not be construed as releasing claims for wrongful termination, violations of the California Fair
27 Employment and Housing Act ("FEHA") or similar federal statutes providing for statutory claims
28 for discrimination, harassment, and retaliation, and/or for claims for unemployment, disability,

1 and/or workers' compensation insurance.

2 **5.5 Resolution of Good Faith Dispute.** The Parties warrant and represent that the releases
3 for Participating Class Members resolve, pursuant to Labor Code §§206 and 206.5, and applicable
4 case law, that a good faith dispute exists regarding any and all wages, if any, expenses or other
5 monies owed by Defendant to Class Members within the Class Period. The Parties further warrant
6 and represent that the Gross Settlement Amount described in this Agreement is in addition to any
7 undisputed wages and other benefits owed to Class Members by Defendant.

8 **6. MOTION FOR PRELIMINARY APPROVAL**

9 6.1 Plaintiff shall prepare and file a motion for preliminary approval ("Motion for
10 Preliminary Approval"). Defendant shall not oppose the Motion for Preliminary Approval to the
11 extent it is consistent with this Agreement. No less than seven days prior to the deadline for filing
12 and serving the Motion for Preliminary Approval, Plaintiff shall provide to Defense Counsel drafts
13 of: (i) the notice and memorandum in support of the Motion for Preliminary Approval that includes
14 an analysis of the Settlement under Dunk/Kullar and a request for approval of the PAGA Settlement
15 under Labor Code §2699, subd. (s)(2)); (ii) the proposed Preliminary Approval Order; (iii) a
16 declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement
17 and attesting to its willingness and ability to serve as an administrator in this matter under the terms
18 of this Agreement, including information related to its financial relationship with Class Counsel; (iv)
19 a declaration from Plaintiff confirming his willingness and competency to serve and disclosing all
20 facts relevant to any actual or potential conflicts of interest with Class Members, and/or the
21 Administrator; (v) a declaration from Class Counsel attesting to their competency to represent the
22 Class Members and authenticating proof of Plaintiff's timely transmission to the LWDA of all
23 necessary documents to effectuate the settlement and release of the Released PAGA Claims,
24 including, but not limited to, the initial notice of violations sent to Defendant and the LWDA dated
25 May 14, 2024 (PAGA Notice) and the Operative Complaint.

26 6.2 The Parties shall meet and confer to resolve any disagreements regarding the Motion
27 for Preliminary Approval, or any aspect thereof. If the Court does not issue the Preliminary Approval
28 Order, or conditions the Preliminary Approval Order on any material change to this Agreement, the

Parties shall meet and confer regarding modifying the Agreement or to otherwise satisfy the Court's concerns. The Parties shall have no duty to consent to any material change to this Agreement. A "material change" for these purposes includes changes to the Gross Settlement Amount and the releases described in Section 5 of this Agreement but does not include a change to Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payment. The Parties shall have the continuing obligation to seek final approval of the Settlement and entry of judgment consistent with the terms set forth herein, until the Effective Date occurs, and such obligation shall only cease upon the written consent of all Parties.

6.3 Class Counsel shall file the Motion for Preliminary Approval no later than 75 days after the Parties' execution of this Agreement; shall obtain a prompt hearing date for the Motion for Preliminary Approval; and, shall appear in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.

6.4 The Parties stipulate and agree that the Conditional Certification of the Class is for purposes of this Agreement only. Should the Agreement not become final or the Effective Date of the Agreement not occur for whatever reason, the Parties' stipulation to Class Certification as part of the Agreement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with the issue of whether or not certification would be appropriate in a non-settlement context, including in this Action or any other action. Defendant expressly reserves its right and declares it intends to oppose class certification vigorously should this Agreement not become final.

7. SETTLEMENT NOTICE PROCEDURE

7.1 Class Data.

7.1.1 Submission of Class Data. Not later than 15 days after Notice of Entry of the Court's Preliminary Order is provided by the Court or a Party, Defendant shall deliver the Class Data to the Administrator. Defendant shall immediately notify the Administrator if it discovers errors or omissions in the Class Data. The Parties shall use their best efforts resolve any issues relating to the Class Data. The Administrator shall maintain the Class Data in confidence, use the Class Data only

1 for purposes of this Settlement, and restrict access to the Class Data to Administrator employees
2 who need access to the Class Data to effect and perform under this Agreement.

3 **7.1.2 Escalator Clause.** If, through the date of the end of the Class Period, the
4 number of Participating Class Members exceeds 172, then Defendant shall increase the amount of
5 the Gross Settlement Amount by \$2,790.70 ($\$480,000/172 = \$2,790.70$) for each such Participating
6 Class Member exceeding 172. The Administrator shall make this computation initially after receipt
7 of the Class Data and again after expiration of the Response Deadline. If the number of Participating
8 Class Members declines below 172 due to Requests for Exclusion, no additional payment will be
9 due by Defendant. The PAGA Period shall extend through February 28, 2026 and the amount shall
10 not be subject to any increase.

11 **7.2 Notice to Class Members.**

12 **7.2.1** No later than ten (10) business days after receipt of the Class Data, the
13 Administrator shall notify Class Counsel regarding receipt of the Class Data and provide a summary
14 of the Class Data, including the number of Class Members, Aggrieved Employees, Class
15 Workweeks, and PAGA Pay Periods.

16 **7.2.2** No later than 30 days after receiving the Class Data, the Administrator shall
17 send the Class Notice to all Class Members identified in the Class Data, via first-class United States
18 Postal Service ("USPS") mail. The Class Notice shall prominently estimate the dollar amounts of
19 any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member and/or
20 Aggrieved Employee, and the number of Class Workweeks and PAGA Pay Periods (if applicable)
21 used to calculate these amounts.

22 **7.2.3** Not later than seven days after the Administrator's receipt of any Class Notice
23 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any
24 forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the
25 Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the
26 most current address obtained. The Administrator shall notify the Class Member of the updated
27 Response Deadline as a result of the re-mailing. The Administrator shall have no obligation to make
28 further attempts to locate or send Notice Packet to Class Members whose Class Notice is returned

1 by the USPS a second time.

2 **7.2.4** If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
3 discovers any persons who believe they should have been included in the Class Data and should
4 have received Class Notice, the Parties shall meet and confer regarding whether to include them as
5 Class Members. If the Parties agree to their inclusion, such persons will be Class Members entitled
6 to the same rights as other Class Members, and the Administrator will send a Class Notice requiring
7 them to exercise options under this Agreement within the timeframes applicable to Class Members
8 whose Class Notice is re-mailed by the Administrator.

9 **7.3** Requests for Exclusion (Opt-Outs).

10 **7.3.1** Class Members who wish to exclude themselves (opt-out of) the Class
11 Settlement must send the Administrator, by fax, email, or mail, a Request for Exclusion not later
12 than the Response Deadline.

13 **7.3.2** The Administrator shall accept any timely, good-faith written effort by a Class
14 Member to exclude himself/herself from the Class Settlement, even to the extent its contents do not
15 constitute a Request for Exclusion as defined herein, so long as the Administrator can ascertain the
16 identity of the Class Member and his/her desire to exclude himself/herself from the Settlement. If
17 the Administrator has reason to question the authenticity of a Request for Exclusion (or other
18 attempted exclusion effort), the Administrator may demand additional proof of the Class Member's
19 identity or otherwise seek to authenticate the request. The Administrator's determinations shall be
20 final and not appealable or otherwise susceptible to challenge.

21 **7.3.3** Every Class Member who does not submit a timely and valid Request for
22 Exclusion shall be considered a Participating Class Member under this Agreement, entitled to all
23 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
24 Members' Releases under Section 5.3.1 and Sections 5.3.1.1 through 5.3.1.1.19 of this Agreement.
25 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating
26 Class Member and shall not receive an Individual Class Payment or have the right to object to the
27 class action components of the Settlement. All Aggrieved Employees are entitled to all benefits and
28 bound by all terms and conditions of the Settlement as they pertain to PAGA claims, including the

1 Aggrieved Employees' Releases under Section 5.3.2 and Sections 5.3.2.1. through 5.3.2.1.20 of this
2 Agreement, regardless of whether the Aggrieved Employee submits a valid, or invalid, Request for
3 Exclusion.

4 **7.3.4** The Administrator shall promptly provide copies of Requests for Exclusion
5 (or other attempted exclusion efforts) and the Administrator's determination as to such requests to
6 Defense Counsel and Class Counsel, except that any information provided to Class Counsel in
7 relation to such requests shall not contain any personal identifying information.

8 **7.4** Challenges to Assigned Class Workweeks and/or PAGA Pay Periods.

9 **7.4.1** Class Members who wish to challenge the Class Workweeks and/or PAGA
10 Pay Periods assigned to them in the Class Data must send the Administrator, by fax, email, or mail,
11 a signed, written statement detailing their dispute not later than the Response Deadline.

12 **7.4.2** The Administrator shall encourage the challenging Class Member to submit
13 supporting documentation. In the absence of any contrary documentation, the Administrator shall
14 presume that the Class Workweeks and PAGA Pay Periods contained in the Class Data are correct.
15 The Administrator's determination of each Class Member's allocation of Class Workweeks and/or
16 PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge.

17 **7.4.3** The Administrator shall promptly provide copies of all challenges to
18 calculation of Class Workweeks and/or PAGA Pay Periods and the Administrator's determination
19 as to such challenges to Defense Counsel and Class Counsel, except that any information provided
20 to Class Counsel in relation to such challenges shall not contain any personal identifying
21 information.

22 **7.5** Objections to Settlement.

23 **7.5.1** Only Participating Class Members may object to the class action components
24 of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
25 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
26 Payment, and/or the Class Representative Service Payment.

27 **7.5.2** Participating Class Members may send written objections to the Administrator,
28 by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire

an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline.

7.5.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement. To the extent consistent with applicable law, Aggrieved Employees shall have no right to object to any aspect of the settlement of the Released PAGA Claims.

7.6 Administrator Duties.

7.6.1 Email Address, Fax Number, and Toll-Free Number. The Administrator shall establish and maintain and use an email address, fax number, and a toll-free telephone number, displayed clearly in the Class Notice, to receive Class Member emails, faxes, and calls.

7.6.2 Weekly Reports. The Administrator shall, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, and challenges to Class Workweeks and/or PAGA Pay Periods received ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of any Request for Exclusion or challenge, and attach copies of all Requests for Exclusion, challenge, and objection received, except that any information provided to Class Counsel shall not contain personal identifying information

7.6.3 Updated Class Data and Exclusion List. Not later than seven business days after the Response Deadline, and after accounting for valid and successful challenges and Requests for Exclusions, the Administrator shall email Class Counsel and Defense Counsel an updated summary of the Class Data, including the number of Participating Class Members, Aggrieved Employees, Class Workweeks, and PAGA Pay Periods. The Administrator shall also email Defense Counsel a list of the Non-Participating Class Members ("Exclusion List"), and copies of corresponding Requests for Exclusion, and shall provide the same to Class Counsel upon request in a manner that does not personally identify the Non-Participating Class Member(s).

7.6.3.1 Defendant shall have the right at its sole discretion to terminate

1 the settlement if more than 10 percent (10%) of Class Members submit timely and valid Requests
2 for Exclusion, as determined by the Administrator. Defendant must exercise its right via email or
3 mail to Class Counsel not less than 15 business days from the date the Administrator provides the
4 Parties the Exclusion List.

5 **7.6.3.2** Administrator's Declaration. Not later than 14 days before the
6 date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the
7 Administrator shall provide to Class Counsel and Defense Counsel a signed declaration suitable for
8 filing in Court attesting to its due diligence and compliance with its obligations under this
9 Agreement, including, but not limited to, its mailing of Class Notices, the Class Notices returned as
10 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of
11 Requests for Exclusion it received (both valid or invalid), the number of challenges it received, and
12 the number of written objections received. The Administrator shall provide along with such
13 declaration the Exclusion List with all personal identifying information (e.g., names and contact
14 information) redacted and replaced with a unique identifier. The Administrator shall supplement its
15 declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for
16 filing the Administrator's declaration(s) in Court.

17 **8. MOTION FOR FINAL APPROVAL**

18 **8.1** Plaintiff shall prepare and file a motion for final approval ("Motion for Final
19 Approval"). Defendant shall not oppose the Motion for Final Approval to the extent it is consistent
20 with this Agreement. Not less than seven days prior to the deadline for filing and serving the Motion
21 for Final Approval, Plaintiff shall provide to Defense Counsel drafts of: (i) the notice and
22 memorandum in support of the Motion for Final Approval and request for approval of the PAGA
23 Settlement under PAGA; (ii) a proposed Final Approval Order; (iii) a proposed Judgment; (iv) the
24 Administrator's declaration referenced in Section 7.6.3.2 of this Agreement; (v) a declaration from
25 Plaintiff in support of the requested Class Representative Service Award; and, (vi) a declaration from
26 Class Counsel in support of the requested Class Counsel Fees Payment and Class Counsel Litigation
27 Expenses Payment.

28 **8.2** The Parties shall meet and confer to resolve any disagreements regarding the Motion

1 for Final Approval, or any aspect thereof. If the Court does not issue the Final Approval Order or
2 Judgment, or conditions either on any material change to this Agreement, the Parties shall meet and
3 confer regarding modifying the Agreement or to otherwise satisfy the Court's concerns. The Parties
4 shall have no duty to consent to any material change to this Agreement. A "material change" for
5 these purposes includes changes to the Gross Settlement Amount and the releases described in
6 Section 5 of this Agreement but does not include a change to Class Counsel Fees Payment, Class
7 Counsel Litigation Expenses Payment, and/or the Class Representative Service Payment. The Parties
8 shall have the continuing obligation to seek final approval of the Settlement and entry of judgment
9 consistent with the terms set forth herein, until the Effective Date occurs, and such obligation shall
10 only cease upon the written consent of all Parties.

11 **8.3** Each Party shall have the right to respond to any objection raised by a Participating
12 Class Member, including the right to file responsive documents in Court no later than five court days
13 prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

14 **9. POST-JUDGMENT PROCEEDINGS**

15 **9.1 Continuing Jurisdiction of Trial Court.** The Parties agree that, after entry of Judgment,
16 the Court shall retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes
17 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
18 and (iii) addressing such post-Judgment matters that are permitted by law.

19 **9.2 Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and
20 conditions of this Agreement, the Parties and all Participating Class Members who did not object to
21 the Settlement as provided in this Agreement waive all rights to appeal from the Judgment, including
22 all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment,
23 motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any
24 waiver of the right to oppose such motions, writs or appeals.

25 **9.3 Reversal on Appeal.** If an appellate court vacates, reverses, or modifies the Judgment
26 in a manner that requires a material change to this Agreement, then the Parties shall meet and confer
27 to regarding modifying the Agreement or to otherwise satisfy the Court's concerns. The Parties shall
28 have no duty to consent to any material change to this Agreement. A "material change" for these

purposes includes changes to the Gross Settlement Amount and the releases described in Section 5 of this Agreement but does not include a change to the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payment. The Parties shall mediate any disagreements with Hon. Alan M. Simpson (Ret.), and if they reach an agreement, shall seek approval of that agreement consistent with the terms of this Agreement. If they cannot reach an agreement after mediation, this Agreement shall be null and void.

10. DISTRIBUTION AND ACCOUNTING OF SETTLEMENT PROCEEDS

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

10.2 Payments by the Administrator.

10.2.1 Timing. Within 14 days after Defendant funds the Gross Settlement Amount and Employer-Side Payroll Taxes, the Administrator shall mail all payments described in Sections 4.2 through 4.4 of this Agreement. The Administrator shall not disburse the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payment prior to disbursing Individual Class Payments and Individual PAGA Payments. The Administrator shall immediately notify the Parties upon disbursing the payments.

10.2.2 Individual Class and PAGA Payments. The Administrator may issue a single check to Participating Class Members who are also Aggrieved Employees, including both their Individual Class Payment and Individual PAGA Payment. The Administrator shall issue a check to all Participating Class Members and Aggrieved Employees, including those for whom the Class Notice was returned as undeliverable. The Administrator shall issue all checks to Participating Class Members and/or Aggrieved Employees via First Class U.S. Mail, postage prepaid. All checks issued by the Administrator shall remain negotiable for no less than 180 days, and no more than 200 days ("Check Cashing Deadline"). The Administrator shall state the void date of each check prominently thereon.

10.2.3 Undeliverable Checks. The Administrator shall conduct a Class Member Address Search for all Class Members whose checks are returned undelivered without USPS

1 forwarding address. Within seven days of receiving a returned check the Administrator must re-mail
2 checks to the USPS forwarding address provided or to an address ascertained through the Class
3 Member Address Search. The Administrator need not take further steps to deliver checks to Class
4 Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly
5 send a replacement check to any Class Member whose original check was lost or misplaced, as
6 requested by the Class Member prior to the void date.

7 **10.2.4 No Further Benefit.** The payment of Individual Class Payments and Individual
8 PAGA Payments shall not obligate Defendant to confer any additional benefits or make any
9 additional payments to Class Members (such as 401(k) contributions, bonuses, vacation plans, sick
10 leave plans, PTO plans, regular rate of pay calculations, or other benefit plan) beyond those specified
11 in this Agreement.

12 **10.3 Final Report by Administrator and Amended Judgment.**

13 **10.3.1** Not less than 14 days before any deadline set by the Court, the
14 Administrator shall prepare, and submit to Class Counsel and Defense Counsel, a signed declaration
15 suitable for filing in Court attesting to its disbursement of all payments required under this
16 Agreement (the "Final Report").

17 **10.3.2** Not less than seven days prior to the deadline for filing the
18 Administrator's Final Report, Plaintiff shall provide to Defense Counsel a draft proposed amended
19 judgment, directing the Administrator to pay the sum of the unpaid residue (i.e., payments described
20 in Section 4.2 through 4.4 of this Agreement that are not cashed by the Check Cashing Deadline),
21 plus any interest that has accrued thereon, to the State Treasury of deposit in the Trial Court
22 Improvement and Modernization Fund (established by Government Code section 77209) (the "Cy
23 Pres"). Class Counsel shall file both the Final Report and the proposed amended judgment with the
24 Court.

25 **11. MISCELLANEOUS**

26 **11.1 Confidentiality Before Preliminary Approval.** Plaintiff and Class Counsel each agree
27 that, to the extent permissible under law and until the Motion for Preliminary Approval is filed, each
28 of them will not disclose, disseminate, publicize or cause or permit another person to disclose,

1 disseminate or publicize, any of the terms of the Agreement, directly or indirectly, specifically or
2 generally, to any person, corporation, association, government agency or other entity except: (1) to
3 the Parties' attorneys, accountants or spouses, all of whom they will instruct to keep this Agreement
4 confidential; (2) to the extent necessary to effectuate this settlement and/or obtain all approvals; (3)
5 to the extent necessary to comply with the PAGA; (4) to the extent necessary to report income to
6 appropriate taxing authorities; (5) in response to a court order or subpoena; or (6) in response to an
7 inquiry or subpoena issued by a local, state or federal government agency. Plaintiff and/or Class
8 Counsel agree to immediately notify Defendant's counsel of any judicial or agency order, inquiry or
9 subpoena seeking such information. Plaintiff and Class Counsel each agree not to directly or
10 indirectly initiate any conversation or other communication, before the filing of the Motion for
11 Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to
12 the Agreement, except to respond only that "the matter was resolved," or words to that effect. This
13 paragraph does not restrict Class Counsel's communications with Class Members in accordance with
14 Class Counsel's ethical obligations owed to Class Members.

15 **11.2 No Solicitation.** The Parties agree that they and their respective counsel and
16 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from
17 the Judgment. Nothing in this section shall be construed to restrict the Parties' or their respective
18 counsel's ability to communicate with Class Members for purposes of informing them about this
19 Settlement and its procedures.

20 **11.3 Integrated Agreement.** Upon execution by the Parties, this Agreement, along with the
21 Settlement Agreement and General Release of Claims between Plaintiff, his counsel and Defendant
22 in the Operative Complaint, together with the attachment(s) thereto, shall constitute the entire
23 agreement concerning the First through Ninth Causes of Action in the Operative Complaint between
24 the Parties relating to the Settlement of this Action, superseding any and all oral representations,
25 warranties, covenants, or inducements made to or by any Party.

26 **11.4 Cooperation.** The Parties and their counsel will cooperate with each other and use
27 their best efforts, in good faith, to implement the Settlement. In the event the Parties are unable to
28 agree upon the form or content of any document necessary to implement the Settlement, or on any

1 modification of the Agreement that may become necessary to implement the Settlement, the Parties
2 will seek the assistance of Hon. Alan M. Simpson (Ret.) and/or the Court for possible resolution.
3 Nothing in this section shall be construed as obligating the Parties to consent to any material change
4 in the Agreement, whether or not such material change is caused or requested by the Court or a
5 reviewing court.

6 **11.5 No Prior Assignments.** The Parties separately represent and warrant that they have
7 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
8 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action,
9 or right released and discharged by the Party in this Settlement.

10 **11.6 No Tax Advice.** Plaintiff, Class Counsel, Defendant, and Defense Counsel are not
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 Part
13 10, as amended) or otherwise.

14 **11.7 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, and
16 approved by the Court.

17 **11.8 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 **11.9 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 regard
21 to conflict of law principles.

22 **11.10 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 Party
24 was the drafter or participated in the drafting.

25 **11.11 Use and Return of Class Data.** Information provided to Class Counsel in connection
26 with the mediation, other settlement negotiations, or in connection with the Settlement, may be used
27 only with respect to this Settlement, and no other purpose, and may not be used in any way that
28 violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the

Effective Date, Plaintiff and Class Counsel shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Effective Date, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

11.12 Headings. The descriptive heading of any section or section of this Agreement is inserted for convenience of reference only.

11.13 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 legal holiday, such date or deadline shall be on the first business day thereafter.

11.14 Notice. All written notices, demands or other communications between the Parties in connection with this Agreement shall be addressed as follows:

To Plaintiff:

Paul F. Sorrentino
Vincent P. Sorrentino
SORRENTINO & ASSOCIATES PC
550 West C Street, Suite 1400
San Diego, CA 92101
Telephone: (619) 737-2733
Facsimile: (619) 317-0539
Email: Paul@SorrentinoLawPC.com
Vincent@SorrentinoLawPC.com

To Defendant:

William C. Haesy
Michael J. Conway II
SAGASER WATKINS & WIELAND PC
5260 N Palm Ave, Ste. 400
Fresno, CA 93704
Email: haesy@sw2law.com
mikec@sw2law.com

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

11.16 Plaintiff’s Waiver of Right to Opt Out or Object. By signing below, Plaintiff agrees

1 to be bound by the terms herein and further agrees not to request to exclude himself from the Class
2 and agrees to not object to any terms of this Agreement.

3 **11.17 Choice of Forum.** Any action pertaining to this Agreement shall be brought in the
4 Fresno County Superior Court, State of California.

5 **11.18 Invalidity or Unenforceability of Any Provision.** The Parties request that before
6 declaring any provision of this Agreement invalid or unenforceable, the Court shall first attempt to
7 construe all provisions valid or enforceable to the fullest extent possible. In the event that the Court
8 determines that a provision is invalid or unenforceable, the Court shall strike that provision only
9 from the Agreement and/or Judgment. In the event any provision is stricken due to noncompliance
10 with any statutory or other requirements or as otherwise set forth herein, Defendant retains any rights
11 set forth herein to terminate the Settlement.

12 **12. WAIVER OF CERTAIN PRIVILEGES/CONFIDENTIALITY PROVISIONS.** The
13 Parties and their counsel hereby waive the confidentiality and other provisions of Evidence Code
14 Sections 1115 et seq., including Sections 1118, 1122 and 1123 and Evidence Code Sections 1152 et
15 seq. or any other provisions of federal law, including Rule 408 of the Federal Rules of Evidence,
16 relating to the admissibility or disclosure of this Agreement in any action based on it or involving it
17 in any manner, including seeking preliminary and/or final approval. The Parties expressly agree that
18 to the extent necessary to enforce this Agreement and/or to seek preliminary and/or final approval,
19 any and all privileges or protections under the California Evidence Code, including Section 1118 or
20 other applicable law, are waived and this Agreement may be disclosed for purposes of enforcing it
21 in an action filed in court or before any agency or other body or seeking preliminary and/or final
22 approval.

23 **13. TENTH THROUGH SIXTEENTH CAUSES OF ACTION**

24 Plaintiff and Defendant have also negotiated and executed a separate written settlement
25 relating to and including the claims advanced by the Plaintiff in the Tenth through Sixteenth Causes
26 of Action of the Operative Complaint (referred to herein as "Settlement Agreement and General
27 Release of Claims"). As set forth more fully in the Settlement Agreement and General Release of
28 Claims, such settlement becomes effective only after the Effective Date of this Agreement.

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Dated: 03 / 25 / 2026, 2026

ANTONIO RAMIREZ

By: 
Plaintiff and Proposed Class Representative

Dated: 3/26/2026, 2026

FORT WASHINGTON GOLF AND COUNTRY CLUB

By: 
Its: President

APPROVED AS TO FORM

Dated: Mar. 25, 2026

SORRENTINO & ASSOCIATES PC

By: 
Paul F. Sorrentino
Vincent P. Sorrentino
Class Counsel

Dated: March 26, 2026

SAGASER, WATKINS & WIELAND PC

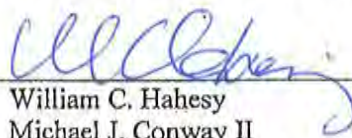
By: 
William C. Hahey
Michael J. Conway II
Attorneys for Defendant
FORT WASHINGTON GOLF AND
COUNTRY CLUB

EXHIBIT A

NOTICE OF CLASS ACTION AND PRIVATE ATTORNEY GENERAL ACT SETTLEMENT

Antonio Ramirez v. Fort Washington Golf and Country Club
Superior Court of the State of California
County of Fresno, Case No. 24CECG02900

You are not being sued. This is a Court-approved notice that affects your rights. Please read it carefully.

The purpose of this notice is to let you know of a proposed settlement (the "Settlement") that has been reached in a class and representative lawsuit that is entitled *Antonio Ramirez v. Fort Washington Golf and Country Club*, currently pending before the Fresno County Superior Court, Case No. 24CECG02900 (the "Lawsuit"). Antonio Ramirez ("Plaintiff") filed the Lawsuit against Fort Washington Golf and Country Club ("Defendant") on July 8, 2024. Plaintiff and Defendant are referred to collectively as the "Parties."

In the Lawsuit, Plaintiff seeks to represent the following class: (1) All current and former hourly-paid or non-exempt employees of Defendant within the State of California employed during the period from July 8, 2020 through February 28, 2026 ("Class Members"); and, with respect to representative claims asserted under the California Private Attorneys General Act ("PAGA"), (2) all current and former non-exempt employees of Defendants in California from May 14, 2023 through February 28, 2026 ("Aggrieved Employees").

The proposed Settlement has two main parts, among other things, (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 penalties to the California Labor and Workforce Development Agency ("LWDA").

The Court granted preliminary approval of the Parties' Settlement on _____ and has scheduled a hearing for _____ at _____ (the "Final Approval Hearing") to determine whether or not to grant final approval of the Settlement. **Your legal rights may be affected, and you have a choice to make now.**

1. WHAT ARE MY OPTIONS?

DO NOTHING	Receive an Individual Class Payment and an Individual PAGA Payment (if eligible). By doing nothing, you will receive an Individual Class Payment and, if eligible, an Individual PAGA Payment. However, you will release the right to assert all of the Released Class Claims (see Section 8 below and Exhibit A attached) and Released PAGA Claims (see Section 8 below and Exhibit B attached) against Defendant and the other Released Parties.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	Exclude Yourself from the Class Settlement and Receive No Individual Class Payment. If eligible, you will still receive an Individual PAGA Payment because you cannot exclude yourself from the PAGA Settlement. You may opt-out of the Class Settlement by submitting a signed Request for Exclusion (see Section 9.B below) that must be postmarked no later than DATE. If you submit a valid and timely Request for Exclusion, you will not receive any payment from the Class Settlement and you will not be bound by the release of class claims provided under the Settlement. You cannot opt-out of the PAGA Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and who must give up their rights to pursue Released PAGA Claims (see Section 8 below).
OBJECT TO THE CLASS SETTLEMENT	Object to the Class Settlement. You cannot object to the PAGA Settlement. If you choose to participate in the Class Settlement, you may submit an objection to the Class Settlement. To object, you can submit an objection (see Section 9.C below) to the Settlement Administrator no later than DATE, or you can appear at the Final Approval Hearing and state any objections to the Class Settlement. If the Court overrules your objection, you will receive an

	Individual Class Payment, and you will release the right to assert all of the Released Class Claims (see Section 8 below and Exhibit A attached) against Defendant and the other Released Parties.
CHALLENGE THE CALCULATION OF YOUR CLASS WORKWEEKS OR PAGA PAY PERIODS	You may Challenge the Calculation of Your Class Workweeks or PAGA Pay Periods. The amount of your Individual Class Payment and Individual PAGA Payment (if any) depends on how many Class Workweeks and/or PAGA Pay Periods you worked during the Class Period and the PAGA Period, respectively. The number of Class Workweeks and/or PAGA Pay Periods that you worked during the Class Period and the PAGA Period, according to Defendant's records, is stated in Section 6 below. If you wish to dispute the Class Workweeks and/or PAGA Pay Periods credited to you in this notice, you must submit a challenge to the Settlement Administrator no later than <u>DATE</u> as described in Section 6.

2. WHY DID I GET THIS NOTICE?

Defendant's records show that you were employed in California as an hourly or non-exempt employee by Defendant at some point during the period from July 8, 2020 to February 28, 2026 (the "Class Period"), and/or during the period from May 14, 2023 to February 28, 2026 ("PAGA Period"). The Court has authorized this notice because you have the right to know about the Settlement and your options before the Court decides whether to approve it. This notice explains what the Lawsuit is about, the terms of the Settlement, and your rights.

3. WHAT IS THIS LAWSUIT ABOUT?

On or about July 8, 2024, Plaintiff filed a Class Action and PAGA Complaint in the Superior Court for the County of Fresno, and amended the complaint on or about July 18, 2024. The amended complaint is referred to throughout this notice as the "Operative Complaint." In the Lawsuit, the Plaintiff alleges that Defendant failed to pay minimum wages for all hours worked, failed to pay overtime wages for all overtime hours worked, failed to provide meal periods, failed to authorize and permit rest and recovery periods, failed to indemnify necessary business expenses, failed to pay wages to discharged or separated employees and resulting waiting time penalties, failed to provide and maintain accurate and compliant wage records and wage statements, and violated the California Business & Professions Code Sections 17200, *et seq.* In the Lawsuit, Plaintiff alleges a claim for civil penalties under the Labor Code Private Attorneys General Act of 2004 (Cal. Labor Code Sections 2698, *et seq.* The allegations in the Lawsuit are set forth in more detail in the Operative Complaint that is on file with the Court.

Based on these allegations, Plaintiff seeks to represent a class of all current and former hourly-paid or non-exempt employees of Defendant within the State of California any time during the Class Period, and seeks to bring claims under PAGA for all current and former hourly-paid or non-exempt employees employed by Defendant during the PAGA Period.

Defendants denies all the material allegations in the Operative Complaint, including all allegations of wrongdoing, and asserted numerous defenses to the allegations.

4. WHY IS THERE A SETTLEMENT?

The Court has not made any decision about the merits of Plaintiff's Lawsuit or the truth of the allegations made by Plaintiff in the Lawsuit. There has been no trial. However, to avoid additional expense and the risks of continued litigation, Plaintiff and Defendant have concluded that it is in their respective best interests and the interest of the Class Members and Aggrieved Employees to settle the Lawsuit on the terms summarized in this notice and as set forth more fully in the Class Action and Private Attorneys General Act Settlement Agreement ("Settlement Agreement") that is on file with the Court.

The Settlement was reached after an exchange of significant information about the facts and legal arguments in support of, and against, all of the claims raised in the Lawsuit and participation in a mediation conference with a neutral mediator. Plaintiff, Class Counsel, and Defendant all support this Settlement due to, among other things, Defendant's potential defenses to liability, the inherent risk associated with a trial on the merits, the delays and uncertainties associated with litigation, and the benefits provided to Class Members and Aggrieved Employees under the Settlement.

5. SUMMARY OF THE SETTLEMENT

Defendant has agreed to pay a settlement amount of Four Hundred and Eighty Thousand Dollars and Zero Cents (\$480,000.00) (the "Gross Settlement Amount"). If the number of Class Members exceeds a certain number, Defendant has also agreed to pay \$2,970.70 per Class Member over the certain number, which amount, if any, will be added to the Gross Settlement Amount.

The portion of the Gross Settlement Amount that is available for payment to the Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments, which are subject to approval by the Court: (1) Class Representative Service Award in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff, (2) PAGA penalties in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00), \$7,500.00 of which is paid to the State of California via the Labor and Workforce Development Agency ("LWDA PAGA Payment") and the remainder of which is payable, on a pro rata basis, to Aggrieved Employees ("Individual PAGA Payment"), (3) Class Counsel Fee Payment in an amount not to exceed one-third of the Gross Settlement Amount (i.e., \$160,000.00), (4) Class Counsel Litigation Expenses Payment in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00), and (5) Administration Expenses Payment in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00).

Class Members are eligible to receive payment of their pro rata share of the Net Settlement Amount ("Individual Class Payment") based on the number of "Class Workweeks" credited to them. A "Class Workweek" means any week (measured from Monday to Sunday) during the Class Period in which a Class Member was: (1) employed by Defendant in California; (2) worked as an hourly-paid or non-exempt employee for Defendant; and, (3) earned wages for hours worked and/or sick leave during the week.

To determine the sum payable to each Class Member, the Settlement Administrator will divide the Net Settlement Amount by the Class Workweeks of all Class Members to yield the Class Workweek value, then multiply each Class Member's individual Class Workweeks by the Class Workweek value to yield his or her estimated Individual Class Payment that he or she may be eligible to receive under the Settlement. If the Court grants final approval of the Settlement, the Settlement Administrator shall divide the final Net Settlement Amount by the Class Workweeks of all Class Members who did not submit a valid and timely Request for Exclusion ("Participating Class Members") to yield his or her Individual Class Payment, which shall be paid from the Net Settlement Amount, less any applicable employee-side tax withholdings.

Each Individual Class Payment will be allocated ten percent (10%) to wages, which will be reported on an IRS Form W2 (or other applicable form), eighty percent (80%) to penalties, which will be reported on an IRS Form 1099 (or other applicable form), and ten percent (10%) for business expenses reimbursement, which may be reported on a form as determined by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wage portion of the Individual Class Payments (and any other withholding required by law), and issue checks to Participating Class Members for their Individual Class Payments (i.e., payment of their Individual Class Payment net of taxes and withholdings). The employer's share of taxes on the wage portion of Individual Class Payment will be paid by Defendant separately and in addition to the Gross Settlement Amount.

The Individual PAGA Payments are characterized as non-wages for tax purposes. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms (or other applicable form).

The Individual Class Payment and any Individual PAGA Payment may be paid in a single check.

The information provided in this notice is only a summary. The terms of the Settlement Agreement are the binding terms of this settlement, and all of these terms, including the releases that will bind you as a Class Member (if you do not submit a Request for Exclusion) and Aggrieved Employee, are set forth fully in the Settlement Agreement that is on file with the Court. The Settlement Administrator will provide you with a copy of the Settlement Agreement without charge upon your signed, written request. The Settlement Administrator has also posted the Settlement Agreement online, at INSERT

WEBSITE. If the Court does not approve the Settlement, or the Settlement does not become final for some other reason, the litigation against Defendant will continue.

6. YOUR CLASS WORKWEEKS BASED ON DEFENDANT'S RECORDS

According to Defendants' records, during the Class Period, you worked [REDACTED] Class Workweeks.

According to Defendants' records, during the PAGA Period, you worked [REDACTED] PAGA Pay Periods.

If you wish to dispute the Class Workweeks and/or PAGA Pay Periods credited to you in this notice, you must submit a written, signed challenge ("Class Workweeks and/or PAGA Periods Dispute") to the Settlement Administrator. You can submit the dispute via fax, email, or mail. A Class Workweeks and/or PAGA Periods Dispute is a written statement, signed by you, that reasonably communicates an intent to challenge and the basis for challenging the Class Workweeks and/or PAGA Pay Periods assigned to you, and includes your name, address, and last four digits of your social security number. To be valid, your Class Workweeks and/or PAGA Periods Dispute must be postmarked no later than DATE. You should submit, to the extent available, all documents you believe support any Class Workweeks and/or PAGA Periods Dispute you submit. The Settlement Administrator's information is listed below:

[Name of Settlement Administrator]

[Mailing Address]

[Fax Address]

[Email Address]

7. WHAT IS MY ESTIMATED INDIVIDUAL SETTLEMENT SHARE?

As explained above, your estimated Individual Class Payment and Individual PAGA Payment (if eligible) is based on the number of Class Workweeks and/or PAGA Pay Periods credited to you.

Under the terms of the Settlement, your Individual Class Payment is estimated to be \$[REDACTED]. Your Individual Class Payment is subject to reduction for your share of taxes and withholdings with respect to the wages portion of the Individual Class Payment and any other required withholding.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$[REDACTED].

Your Individual Class Payment and Individual PAGA Payment (if applicable) reflected in this notice is only an estimate. Your actual Individual Class Payment and Individual PAGA Payment (if applicable) may be higher or lower.

The settlement approval process may take multiple months, if not longer.

8. WHAT RIGHTS AM I RELEASING IF I PARTICIPATE IN THE SETTLEMENT?

If the Court approves the Settlement, the Court will enter a judgment and the Settlement will bind all Participating Class Members (i.e., Class Members who have not submitted a timely and valid Request for Exclusion) as well as all Aggrieved Employees. This will bar all Participating Class Members and Aggrieved Employees from bringing certain claims against Defendant.

The claims that will be released and barred are as follows: (1) the Released Class Claims set forth in Exhibit A attached hereto; and (2) the Released PAGA Claims set forth in Exhibit B attached hereto.

"Released Parties" means any of the following: Defendant's present and former parent, subsidiary, and/or affiliated entities; entities commonly owned and/or controlled by Defendant; Defendant's present and former owners; Defendant's present and former members; Defendant's present and former board members, officers, directors, trustees, employees, agents and attorneys, and any of their representatives, heirs, executors, and/or administrators; Defendant's successors

and/or assigns; and/or, any individual or entity who is or could be liable for the claims released by Plaintiff, or for the Released Class Claims or the Released PAGA Claims, on any legal theory, including, but not limited to, liability established pursuant to Labor Code §§200.3, 558.1, or 2810.3, or on a joint-employer, alter-ego, or other theory of liability.

9. WHAT ARE MY RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. PARTICIPATE IN THE SETTLEMENT

If you wish to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and will be issued your Individual Class Payment and Individual PAGA Payment (if eligible). If you participate in the Settlement, you will be bound by its terms and any judgment that may be entered by the Court based on the Settlement, and you will release all of the claims described in Section 8 above, including in Exhibits A and B. As a Settlement Class Member, you will not be separately responsible for the payment of attorneys' fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and expenses.

B. EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT

If you wish to exclude yourself from the Class Settlement you must submit a signed Request for Exclusion to the Settlement Administrator asking to exclude yourself from the Settlement. A Request for Exclusion must be in writing and signed by you; and that includes your full name, address, and the last four digits of your social security number; and, is postmarked or otherwise provably submitted to the Settlement Administrator by fax, email, or mail no later than DATE. The Settlement Administrator's information is stated in Section 6 of this notice.

Requests for Exclusion that are postmarked after DATE will not be valid. Requests for Exclusion that do not include all of the required information will be deemed null, void, and ineffective.

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive an Individual Class Payment, will not be deemed to have released any of the Released Class Claims (described in Section 8 above and the Settlement Agreement), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not submit a valid and timely request for exclusion will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section 8 above and the Settlement Agreement, as well as any judgment that may be entered by the Court based thereon.

Aggrieved Employees will receive their share of the PAGA payment, regardless of whether they opt out of being a Class Member, and will release the Released PAGA Claims (described in Section 8 above and the Settlement Agreement).

C. OBJECT TO THE CLASS SETTLEMENT

If you do not think the Class Settlement is fair and you have not excluded yourself from the Settlement, you can object to the Class Settlement and tell the Court you do not agree with the Class Settlement or some part of it. The Court will consider your views. To object, you must submit a written objection to the Settlement Administrator or appear at the final settlement hearing to explain your objection. A written objection must be in writing and signed by you; and that includes your full name, address, and the last four digits of your social security number; and, is postmarked or otherwise provably submitted to the Settlement Administrator by fax, email, or mail no later than DATE. The Settlement Administrator's information is stated in Section 6 of this notice.

10. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold a Final Approval Hearing on DATE at TIME in Department ____ of the Fresno County Superior Court, located at 1130 "O" Street, Fresno, CA 93721, to determine, among other things, whether the Settlement should be

finally approved as fair, reasonable, and adequate. The Court will also be asked to approve and award Class Counsel Fee Payment, Class Counsel Litigation Expenses, the Class Representative Service Award and the Administration Expenses Payment. The hearing may be postponed without further notice to Class Members or Aggrieved Employees, so be sure to check the Court's website and to confirm this information with the Settlement Administrator if you plan to appear at the hearing. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to do so.

11. WHAT IF I HAVE QUESTIONS?

A complete copy of the Settlement Agreement and this notice are available at [www._____](http://www._____.). This website may be updated periodically to update the Class Members and Aggrieved Employees on any developments in the case.

You may also view the Settlement Agreement and documents filed in the Lawsuit for a fee by visiting the civil clerk's office, located at 1130 "O" Street, Fresno, CA 93721.

For further information about this case, you may contact the Settlement Administrator, Defense Counsel, or Class Counsel.

The Administrator's information is listed in Section 6 of this notice, as well as below:

[Name of Settlement Administrator]
[Mailing Address]
[Telephone Number]
[Fax Number]
[Email Address]

Defense Counsel's contact information is as follows:

William C. Hahey
Michael J. Conway II
SAGASER, WATKINS & WIELAND PC
5260 N. Palm Ave., Ste. 400
Fresno, CA 93704
Email: hahey@sw2law.com; mikec@sw2law.com
Telephone: (559) 421-7000

Class Counsel's contact information is as follows:

Paul F. Sorrentino
Vincent P. Sorrentino
SORRENTINO & ASSOCIATES PC
550 West C Street, Suite 1400
San Diego, CA 92101
Email: Paul@SorrentinoLawPC.com; Vincent@SorrentinoLawPC.com
Telephone: (619) 737-2733

DO NOT CONTACT THE COURT ABOUT THIS NOTICE.

EXHIBIT A

Release of Class Claims. As of the Effective Date, all Participating Class Members shall release the Released Parties of all claims Plaintiff alleged, or could have alleged, on a class basis or otherwise, by reason of or in connection with any matter or fact set forth in the Operative Complaint, including Exhibit B to the Operative Complaint, and which arose or existed during the Class Period. This release includes the release of all remedies recoverable or available for the Released Class Claims, including, but not limited to, any and all claims alleged in the First through Ninth Causes of Action in the Operative Complaint, including, as applicable, all forms of economic and non-economic damages, wages, punitive damages, penalties (whether statutory, civil or otherwise), restitution, disgorgement, interest, costs, attorneys' fees, and injunctive or other equitable relief. This release shall bind Participating Class Members regardless of whether they receive the Class Notice, receive and/or negotiate their Individual Class Payment, object to the Settlement, or dispute the Class Workweeks set forth in the Class Data.

Illustration of Released Class Claims. Without limiting the foregoing, Released Class Claims shall include all claims:

1. Relating to the failure to provide legally compliant meal periods, including, but not limited to, due to the failure to provide meal periods at all, the failure to provide a sufficient number of meal periods, failure to provide legally compliant first or second meal periods (or any other required meal periods), interrupting meal periods, imposing on-duty meal periods, imposing on-premises meal periods, failure to provide timely and duty-free meal periods, providing short meal periods, providing late meal periods, combining meal and rest periods, skipping or taking non-compliant meal periods and/or violating Labor Code Sections 226.7 and/or 512 and/or any applicable wage order;
2. Relating to the failure to pay meal period premiums in all instances required by law, including failures to pay meal period premiums at all, or at the correct rate(s) of pay, or in a timely manner;
3. Relating to the failure to provide legally compliant rest or recovery periods, including, but not limited to, due to the failure to provide rest or recovery periods at all, the failure to provide a sufficient number of rest or recovery periods, failing to provide timely and duty-free rest or recovery periods, skipping and/or taking non-compliant rest or recovery periods, interrupting rest or recovery periods, imposing on-duty rest or recovery periods, imposing on-premises rest or recovery periods, providing short rest or recovery periods, providing late or otherwise untimely rest or recovery periods, combining meal and rest periods, violating Labor Code Section 226.7 and/or any applicable wage order;
4. Relating to the failure to pay rest or recovery period premiums in all instances required by law, including, but not limited to, due to the failure to pay rest period premiums at all, or at the correct rate(s) of pay, and/or in a timely manner;
5. Relating to unpaid minimum or straight time wages, including, but not limited to, unpaid minimum or straight time wages due as a result of any off-the-clock work performed, working during rest periods, of rounding, of other time record alterations or manipulations, and/or violations of Labor Code Sections 204, 1194, 1174(d) and 1194.2 and/or applicable wage orders;
6. Relating to unpaid overtime (including double-time) wages, including, but not limited to, unpaid overtime wages due as a result of any off-the-clock work performed, working during rest periods, of rounding, or of other time record alterations or manipulations, hours worked over eight hours in a day or forty hours in a week, violation of Labor Code Sections 204, 510, 1194, 1198, 1174(d), 1194(a) and/or any applicable wage order, and/or of the failure to accurately calculate the regular rate of pay;

7. Relating to the failure to keep or maintain, whether at all or accurately, records required under Labor Code, including sections 226, 432, 1174, and 1198.5, or the applicable IWC Wage Order(s), failing to provide the records to Class Members upon their request, either at all, and/or in a timely and complete manner and/or failing to maintain accurate records of all meal periods taken or missed;
8. Relating to the failure to keep and/or furnish to Class Members accurate, itemized wage statements, including in violation of Labor Code Sections 201 through 204, 226, 510, 558, 1194, 1197.4 and 1197.1, including, but not limited to, due to the failure to list in each wage statement, whether at all or accurately, the gross wages earned, total hours worked, net wages earned, all deductions, inclusive dates of the period for which employee is paid, all applicable hourly rates in effect during the applicable pay period and the corresponding number of hours worked at each hourly rate, applicable piece rates in effect during the applicable pay period and the corresponding number of pieces earned, the legal name and address of the legal entity that is the employer, the legal name and address of the entity securing the services of Defendant, the name of the employee and last four digits of his or her Social Security number or an identification number other than a Social Security number, the total hours of compensable rest and recovery periods, the total hours of nonproductive time, and/or failure to track sick leave;
9. Relating to the failure to pay all accrued wages owed to Class Members at the time of separation, including, but not limited, due to the failure to pay such wages at all, in the amount(s) due, and/or in a timely manner at the time of separation;
10. Relating to the failure to pay all wages owed to Class Members at the time of separation, including, but not limited to, due to the failure to pay such wages at all, in the amount(s) due, and/or in a timely manner upon separation;
11. Relating to the failure to pay all wages owed to Class Members during employment, including, but not limited to, due to the failure to pay such wages at all, in the amount(s) due, failure to pay due to errors, mistakes or miscalculations, and/or in a timely manner, including within the time frames specified in or covered by Labor Code sections 201, 202, 203, 204, 204b, 205, or others as applicable;
12. Relating to the failure to reimburse necessary business expenses incurred by Class Members in compliance with Labor Code §2802, any applicable wage order or other applicable law, including, but not limited to, as the result of the failure to reimburse, in whole or in part, Class Members for expenses such as use of a personal vehicle (including mileage, gas, and wear and tear, travel and parking expense), and/or for use or purchase of cellphone, computers, and/or internet plans associated with operating the same;
13. For violations of, or for penalties pursuant to, California Labor Code §§ 201, 202, 203, 204, 212, 213, 226, 226.7, 227.3, 510, 512, 1174, 1182.12, 1197, 1198, 1198.5, 2800, 2802; any applicable provisions(s) of the IWC Wage Order(s) implicated by the allegations above; 8 C.C.R. §3395; California Business and Professions Code §§17200-17208; California Civil Code §§3287 and 3289; California Code of Civil Procedure §1021.5; and, related claims under the applicable provisions of the Fair Labor Standards Act (29 U.S.C. §§201, *et seq.*);
14. Relating to willful failure to pay employees all minimum wages, overtime wages, meal period premiums and rest period premium wages due within the time period specified by California law, including at the time of separation or termination of employment;
15. Relating to the failure to pay all overtime wages and/or meal period and rest period premiums based on the correct regular rate of pay;
16. Relating to any and all claims under Labor Code Sections 218.6, 1194 and 1194.2, including claims for liquidated damages, interest, attorneys' fees and costs of suit;

17. Relating to any and all claims for attorneys' fees and/or costs of suit, including statutory under the Labor Code, including, but not limited to, Labor Code Sections 203, 226, 218.5; 218.6, 1194(a) and 2802; and/or Code of Civil Procedure Section 1021.5 and/or any other applicable law;

18. Relating to violations of Title 8, Section 11050(5)(A) relating to reporting time, including, but not limited to, relating to each work day when an employee is required to and does report to work, but is either not put to work or is furnished less than half of said employee's usual scheduled day's work, failure to pay the employee no less than half and in no event less than two hours of the employee's regular rate of pay;

19. Failing to account for and/or pay any and all applicable split shift premiums, including, but not limited to, under any applicable wage order.

20. Relating to unfair business practices associated with any of the foregoing, including, under or pursuant to Business & Professions Code Sections 17200 *et seq.*, and/or for restitution, disgorgement, obtaining property, money and/or services, equitable relief, including injunctive relief.

EXHIBIT B

Release of PAGA Claims. As of the Effective Date, the State of California (including the LWDA and/or any other agency or official who could prosecute the Released PAGA Claims) and Aggrieved Employees shall release Defendant and other Released Parties of all claims Plaintiff alleged, or could have alleged, under PAGA, by reason of or in connection with any matter or fact set forth in the Operative Complaint or PAGA Notice, and which arose or existed during the PAGA Period. This release includes the release of all remedies recoverable or available for the Released PAGA Claims, including, as applicable, all forms of economic and non-economic damages, wages, punitive damages, penalties (whether statutory, civil or otherwise), restitution, disgorgement, interest, costs, attorneys' fees, and injunctive or other equitable relief. This release shall bind Aggrieved Employees regardless of whether they receive the Class Notice, receive and/or negotiate their Individual PAGA Payment, object to the Settlement, or dispute the PAGA Pay Periods set forth in the Class Data.

Illustration of Released PAGA Claims. Without limiting the foregoing, Released PAGA Claims shall include all claims assertable under PAGA:

1. Relating to the failure to provide legally compliant meal periods, including, but not limited to, due to the failure to provide meal periods at all, the failure to provide a sufficient number of meal periods, failure to provide legally compliant first or second meal periods (or any other required meal periods), interrupting meal periods, imposing on-duty meal periods, imposing on-premises meal periods, failure to provide timely and duty-free meal periods, providing short meal periods, providing late meal periods, combining meal and rest periods, skipping or taking non-compliant meal periods and/or violating Labor Code Sections 226.7 and/or 512 and/or any applicable wage order;
2. Relating to the failure to pay meal period premiums in all instances required by law, including failures to pay meal period premiums at all, or at the correct rate(s) of pay, or in a timely manner;
3. Relating to the failure to provide legally compliant rest or recovery periods, including, but not limited to, due to the failure to provide rest or recovery periods at all, the failure to provide a sufficient number of rest or recovery periods, failing to provide timely and duty-free rest or recovery periods, skipping and/or taking non-compliant rest or recovery periods, interrupting rest or recovery periods, imposing on-duty rest or recovery periods, imposing on-premises rest or recovery periods, providing short rest or recovery periods, providing late or otherwise untimely rest or recovery periods, combining meal and rest periods, violating Labor Code Section 226.7 and/or any applicable wage order;
4. Relating to the failure to pay rest or recovery period premiums in all instances required by law, including, but not limited to, due to the failure to pay rest period premiums at all, or at the correct rate(s) of pay, and/or in a timely manner;
5. Relating to unpaid minimum or straight time wages, including, but not limited to, unpaid minimum or straight time wages due as a result of any off-the-clock work performed, working during rest periods, of rounding, of other time record alterations or manipulations, and/or violations of Labor Code Sections 204, 1194, 1174(d) and 1194.2 and/or applicable wage orders;
6. Relating to unpaid overtime (including double-time) wages, including, but not limited to, unpaid overtime wages due as a result of any off-the-clock work performed, working during rest periods, of rounding, or of other time record alterations or manipulations, hours worked over eight hours in a day or forty hours in a week, violation of

Labor Code Sections 204, 510, 1194, 1198, 1174(d), 1194(a) and/or any applicable wage order, and/or of the failure to accurately calculate the regular rate of pay;

7. Relating to the failure to keep or maintain, whether at all or accurately, records required under Labor Code, including sections 226, 432, 1174, and 1198.5, or the applicable IWC Wage Order(s), failing to provide the records to Class Members upon their request, either at all, and/or in a timely and complete manner and/or failing to maintain accurate records of all meal periods taken or missed;

8. Relating to the failure to keep and/or furnish to Class Members accurate, itemized wage statements, including in violation of Labor Code Sections 201 through 204, 226, 510, 558, 1194, 1197.4 and 1197.1, including, but not limited to, due to the failure to list in each wage statement, whether at all or accurately, the gross wages earned, total hours worked, net wages earned, all deductions, inclusive dates of the period for which employee is paid, all applicable hourly rates in effect during the applicable pay period and the corresponding number of hours worked at each hourly rate, applicable piece rates in effect during the applicable pay period and the corresponding number of pieces earned, the legal name and address of the legal entity that is the employer, the legal name and address of the entity securing the services of Defendant, the name of the employee and last four digits of his or her Social Security number or an identification number other than a Social Security number, the total hours of compensable rest and recovery periods, the total hours of nonproductive time, and/or failure to track sick leave;

9. Relating to the failure to pay all accrued wages owed to Class Members at the time of separation, including, but not limited, due to the failure to pay such wages at all, in the amount(s) due, and/or in a timely manner at the time of separation;

10. Relating to the failure to pay all wages owed to Class Members at the time of separation, including, but not limited to, due to the failure to pay such wages at all, in the amount(s) due, and/or in a timely manner upon separation;

11. Relating to the failure to pay all wages owed to Class Members during employment, including, but not limited to, due to the failure to pay such wages at all, in the amount(s) due, failure to pay due to errors, mistakes or miscalculations, and/or in a timely manner, including within the time frames specified in or covered by Labor Code sections 201, 202, 203, 204, 204b, 205, or others as applicable;

12. Relating to the failure to reimburse necessary business expenses incurred by Class Members in compliance with Labor Code §2802, any applicable wage order or other applicable law, including, but not limited to, as the result of the failure to reimburse, in whole or in part, Class Members for expenses such as use of a personal vehicle (including mileage, gas, and wear and tear, travel and parking expense), and/or for use or purchase of cellphone, computers, and/or internet plans associated with operating the same;

13. For violations of, or for penalties pursuant to, California Labor Code §§ 201, 202, 203, 204, 212, 213, 226, 226.7, 227.3, 510, 512, 1174, 1182.12, 1197, 1198, 1198.5, 2800, 2802; any applicable provisions(s) of the IWC Wage Order(s) implicated by the allegations above; 8 C.C.R. §3395; California Business and Professions Code §§17200-17208; California Civil Code §§3287 and 3289; California Code of Civil Procedure §1021.5; and, related claims under the applicable provisions of the Fair Labor Standards Act (29 U.S.C. §§201, *et seq.*);

14. Relating to willful failure to pay employees all minimum wages, overtime wages, meal period premiums and rest period premium wages due within the time period specified by California law, including at the time of separation or termination of employment;

15. Relating to the failure to pay all overtime wages and/or meal period and rest period premiums based on the correct regular rate of pay;

16. Relating to any and all claims under Labor Code Sections 218.6, 1194 and 1194.2, including claims for liquidated damages, interest, attorneys' fees and costs of suit;
17. Relating to any and all claims for attorneys' fees and/or costs of suit, including statutory under the Labor Code, including, but not limited to, Labor Code Sections 203, 226, 218.5, 218.6, 1194(a) and 2802; and/or Code of Civil Procedure Section 1021.5 and/or any other applicable law;
18. Relating to violations of Title 8, Section 11050(5)(A) relating to reporting time, including, but not limited to, relating to each work day when an employee is required to and does report to work, but is either not put to work or is furnished less than half of said employee's usual scheduled day's work, failure to pay the employee no less than half and in no event less than two hours of the employee's regular rate of pay;
19. Failing to account for and/or pay any and all applicable split shift premiums, including, but not limited to, under any applicable wage order.
20. Relating to unfair business practices associated with any of the foregoing, including, under or pursuant to Business & Professions Code Sections 17200 *et seq.*, and/or for restitution, disgorgement, obtaining property, money and/or services, equitable relief, including injunctive relief.
21. For violations of, or for penalties pursuant to, California Labor Code §§ 201, 202, 203, 204, 212, 213, 216, 226.7, 227.3, 510, 1174, 1182.12, 1197, 1198, 1198.5, 2800, 2802: any applicable provision(s) of the IWC Wage Order(s) implicated by the allegations above; 8 C.C.R. § 3395; and all default civil penalties provided for in Labor Code § 2699(f) for any of the Released PAGA Claims.