

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff, Oscar Alvarez (“Plaintiff”) and Defendant, California Institute of Technology (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the civil lawsuit entitled *Oscar Alvarez, et al. v. California Institute of Technology, et al.*, Superior Court of the State of California for the County of Los Angeles, Case No. 23STCV09560
- 1.2 “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means, subject to Court approval, the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement, unless additional fees and expenses are approved by the Parties and the Court.
- 1.4 “Aggrieved Employee” means a person who was employed by Defendant as a non-exempt staff employee employed to work at Caltech’s campus located in Pasadena, California at any time during the PAGA Period.
- 1.5 “Class” means all persons employed by Defendant as a non-exempt staff employee employed to work at Caltech’s campus located in Pasadena, California at any time during the Class Period.
- 1.6 “Class Counsel” means Capstone Law APC.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts, subject to Court approval, allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means the following Class Member identifying information in Defendant’s personnel records: the Class Member’s: (a) full name; (b) last-known mailing address; (c) Social Security number; (d) dates of employment; (e) number of Class Period Workweeks; and (f) number of PAGA Pay Periods. Should the Administrator need to communicate with specific Class Members via e-mail or phone in order to perform skip tracing or administer the Settlement, Defendant will provide the e-mail addresses and phone numbers for those Class Members within five (5) business days if available in its records.

- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 “Class Member Address Search” means the Administrator will take reasonable efforts to identify a Class Member’s current address or addresses via public and proprietary systems, and the Administrator shall as needed attempt to determine a correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved.
- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period commencing on April 28, 2019 and ending on February 10, 2026.
- 1.13 “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as the Class Representative.
- 1.14 “Class Representative Service Payment” means the payment approved by the Court, not to exceed \$10,000.00 to the Class Representative for initiating the Action and providing services in support of the Action, and as consideration for a full, general, and comprehensive release of the Plaintiff’s Released Claims.
- 1.15 “Court” means the Superior Court of the State of California for the County of Los Angeles.
- 1.16 “Defendant” means Defendant California Institute of Technology.
- 1.17 “Defense Counsel” means Douglas R. Hart, George S. Benjamin, Anahi Cruz and Eva Nofri of Morgan, Lewis & Bockius LLP.
- 1.18 “Effective Date” means the date on which the Court’s order granting Final Approval of this Settlement becomes final. Such order becomes final upon the following events: (i) sixty five (65) days after the Court issues the “Final Approval Order” granting approval of this Settlement if no objections to the settlement are filed; or (ii) if an appeal is filed and is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the Court of Appeal’s decision passes and no further review is requested; (iii) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the Court of Appeal’s decision is requested, the day after the request for review is denied with prejudice and/or no further review of the order can be requested; or (iv) if review is accepted, the day after the California Supreme Court affirms the judgment or order approving the Settlement.

- 1.19 “Final Approval” or “Final Approval Order” means the Court’s order granting final approval of the Settlement.
- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Gross Settlement Amount” means \$2,100,000.00, which is the total amount Defendant will be required to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment. The Gross Settlement Amount shall not include the employer’s share of payroll taxes, which shall be paid separately by Defendant.
- 1.22 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount, as provided in Paragraph 3.2.4 below.
- 1.23 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of twenty-five percent (25%) of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked by the Aggrieved Employee during the PAGA Period. An Aggrieved Employee cannot opt out of the PAGA Settlement and will receive an Individual PAGA Payment and be bound by the Released PAGA Claims even if he or she opts out of the Class Settlement.
- 1.24 “Judgment” means the judgment entered by the Court based upon the Final Approval. The Judgment shall constitute a judgment for purposes of enforcing the rule announced in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009).
- 1.25 “LWDA” means the California Labor and Workforce Development Agency.
- 1.26 “LWDA PAGA Payment” means the seventy-five percent (75%) portion of the PAGA Penalties to be paid to the LWDA.
- 1.27 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members on a pro rata basis as Individual Class Payments. If the Court orders a different amount of Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payments, or Administrator Expenses Payment, or either increases or decreases the PAGA Penalties, the Net Settlement Amount will be adjusted accordingly.
- 1.28 “Non-Participating Class Member” means any Class Member who opts out of the Class Settlement by sending the Administrator a valid and timely Request for Exclusion.

- 1.29 “PAGA” means the Private Attorneys General Act (Labor Code section 2698, *et seq.*).
- 1.30 “PAGA Notice” refers to Plaintiff’s May 25, 2023, letter to Defendant and the LWDA.
- 1.31 “PAGA Pay Period” means any bi-weekly pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. For purposes of administering this Settlement, all Aggrieved Employees will be deemed to have worked during at least one PAGA Pay Period during the PAGA Period.
- 1.32 “PAGA Penalties” means the PAGA civil penalties to be paid from the Gross Settlement Amount in the amount of \$100,000, or other amount approved by the Court, allocated twenty-five percent (25%) to the Aggrieved Employees and seventy-five percent (75%) to LWDA in settlement of PAGA claims.
- 1.33 “PAGA Period” means the period commencing on May 25, 2022 and ending on February 10, 2026.
- 1.34 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.35 “Plaintiff” means Oscar Alvarez, the named plaintiff in the Action.
- 1.36 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.37 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.38 “QSF” means the Qualified Settlement Fund set up by the Administrator which the Parties agree will at all times be treated as a “qualified settlement fund” within the meaning of Treas. Reg. §1.468B-1, *et seq.* The Parties agree the Administrator shall, in establishing the account, make any such elections as necessary or advisable to carry out the “relation back election” (as defined in Treas. Reg. §1.468B-1(j)(2)(i)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. The Parties further agree and acknowledge that, for purposes of Section 468B of the Internal Revenue Code of 1986, as amended (the “Code”) and the Treasury Regulations promulgated thereunder, only Defendant shall be treated as a “transferor” (within the meaning of such term under Treasury Regulations §1.468B-1(d)(1)) with respect to the QSF.
- 1.39 “Released Class Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.40 “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 below.

- 1.41 “Released Parties” means Defendant, and each of Defendant’s former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, affiliates, parent companies, related entities, employees, agents, partners, benefits plans, representatives, and subsidiaries.
- 1.42 “Request for Exclusion” means a Class Member’s submission of a written request to opt out of the Class Settlement, signed by the Class Member.
- 1.43 “Response Deadline” means forty-five (45) calendar days after the Administrator mails the Class Notice to Class Members and shall be the last date on which Class Members may: (a) fax, e-mail, or mail Requests for Exclusion from the Class Settlement; (b) fax, e-mail, or mail his or her Objection to the Class Settlement; or (c) fax, e-mail or mail any disputes regarding their reported Workweeks. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days after the Response Deadline has expired to submit a Request for Exclusion, Objection, or Workweek dispute.
- 1.44 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45 “Workweek” means any weekly pay period during which a Class Member performed work for Defendant for at least one day, during the Class Period. For purposes of administering this Settlement, all Class Members will be deemed to have worked during at least one Workweek during the Class Period.

2. RECITALS.

- 2.1 On April 28, 2023, Plaintiff commenced the Action alleging the following causes of action both individually and on behalf of all other members of the public similarly situated: (1) Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime; (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages; (3) Violations of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Meal Period Violations; (4) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records; (5) Violation of California Labor Code §§ 201 and 202 – Wages Not Timely Paid Upon Termination; (6) Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment; (7) Violation of California Labor Code § 2802 – Unpaid Business-Related Expenses; (8) Violation of California Business & Professions Code §§ 17200, *et seq.* – Unlawful Business Practices; and (9) Violation of California Business & Professions Code §§ 17200, *et seq.* – Unfair Business Practices.
- 2.1 On February 26, 2024, Plaintiff filed a First Amended Class Action Complaint & Enforcement Action Under The Private Attorneys General Act, adding an additional cause of action for civil penalties under PAGA based on the same claims for alleged Labor Code violations upon which he based his class action claims, and adding

claims for violation of Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order for Defendant's failure to authorize and permit other aggrieved employees to take rest periods; for violation of Labor Code sections 221 and 224 for unlawfully deducting a portion of wages previously paid to Plaintiff and other aggrieved employees; and for violation of Labor Code section 223 for secretly paying Plaintiff and other aggrieved employees lower wages than required by statute, while purporting to pay the proper wages.

- 2.2 Defendant denies all allegations and all claims as to liability, damages, penalties, interest, fees, and all other forms of relief. Defendant has agreed to resolve the Action via this Settlement, but to the extent this Agreement is deemed void or the Effective Date does not occur, Defendant does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations in the Action upon all procedural, merits, and factual grounds, including, without limitation, the ability to challenge class and/or representative action treatment on any grounds, as well as asserting any and all other privileges and potential defenses. Neither the Settlement nor this Agreement shall be construed as an admission by Defendant or any of the Released Parties of any fault, liability or wrongdoing, which Defendant expressly denies.
- 2.3 The Parties agree that an express condition of this Agreement is that there has been no finding of liability on the merits and that this Agreement and the Preliminary Approval, Final Approval, and Judgment therefore cannot be a basis to assert subsequent violation or increased penalty rates or any other sanction in any action or proceeding seeking civil penalties, or to assert offensive collateral estoppel against Defendant. Notwithstanding the foregoing, nothing in this Agreement shall limit Defendant's use of the Preliminary Approval, Final Approval, or Judgment to establish res judicata and/or collateral estoppel in any other litigation, including but not limited to any other class or representative action.
- 2.4 This Agreement shall not affect the validity of any release agreements applicable to Plaintiff or to any Class Member or Aggrieved Employee. Defendant reserves the ability and does not waive the right to enforce release agreements in any other action, or in this Action as to any Released Class Claims, Released PAGA Claims, as to Plaintiff and/or any Class Member or Aggrieved Employee should settlement not be approved. Nothing in this Agreement shall prevent or prohibit Plaintiff, Class Member, or Aggrieved Employee from asserting any defense relating to the release agreements, excluding the release set forth in this Settlement.
- 2.5 Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.6 On October 30, 2025, the Parties participated in an all-day mediation presided over by Monique Ngo-Bonnici, Esq. which ultimately culminated in the acceptance of a mediator's proposal on December 12, 2025, the terms of which are now fully memorialized in this Agreement to settle the Action.

2.7 Prior to mediation, Class Counsel diligently investigated the claims against Defendant, including any and all applicable defenses and the applicable law. This investigation included, *inter alia*, the completion of significant formal discovery, interviews of numerous Class Members, and review of an extensive document production which included, *inter alia*, numerous corporate policies and practices and time and payroll records for the Class. Class Counsel's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* 48 Cal.App.4th 1794, 1801 (1998) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008).

2.8 The Court has not granted class certification in the Action.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Defendant promises to pay Two Million One Hundred Thousand Dollars (\$2,100,000.00) and no more as the Gross Settlement Amount and to separately pay the employer payroll taxes (as calculated by the Administrator) owed associated with the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any employer payroll taxes) prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Net Settlement Amount to Participating Class Members without asking or requiring Participating Class Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1 To Plaintiff: Class Representative Service Payment of up to \$10,000 to Plaintiff Oscar Alvarez (in addition to any Individual Class Payment the Class Representative is entitled to receive as Participating Class Member and any Individual PAGA Payment), for his service to the Class, including assistance in Class Counsel's fact investigation and participation in his deposition. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will report the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$700,000, and a Class Counsel Litigation Expenses Payment of not more than \$40,000. Defendant will not oppose requests for these payments

provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a Motion for Final Approval, including requests for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will report the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and hold Defendant harmless and indemnify Defendant from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed \$20,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses approved by the Court are less than \$20,000, the Administrator will retain the remainder in the Net Settlement Amount.

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

3.2.4.1 Tax Allocation of Individual Class Payments. Twenty five percent (25%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims ("Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Seventy five percent (75%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties ("Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments, but they will receive Individual PAGA Payments if they meet the Aggrieved Employee definition. The Administrator will retain amounts equal to their

Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$100,000 to be paid from the Gross Settlement Amount, with seventy-five percent (75%) (\$75,000) allocated to the LWDA PAGA Payment and twenty-five (25%) (\$25,000) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by: (a) dividing the amount of the Aggrieved Employees' twenty-five percent (25%) share of PAGA Penalties (\$25,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by the number of each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court requires or approves PAGA Penalties of more than the amount requested, the Administrator will deduct the Court's required/approved amount from the Net Settlement Amount. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Data. No later than forty-five (45) calendar days after receipt by Defendant, whether from the Court or service by Plaintiff, of the Court's Order granting Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights as well as Defendant's business interests, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to the Administrator's employees who need access to the Class Data to effect and perform services under this Agreement. Defendant will, with the assistance of the Administrator, expeditiously use reasonable efforts to determine, estimate or otherwise resolve any issues related to missing or omitted Class Data.

4.2 Funding of Gross Settlement Amount. Defendant shall (a) fully fund the Gross Settlement Amount no later than thirty (30) calendar days after the Effective Date consistent with the Administrator's wiring instructions; and (b) fund the amounts necessary to pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than twenty-one (21) calendar days after the later of (i) the Effective Date and (ii) the date the Administrator provides Defendant with the wiring instructions and amounts of employer payroll taxes due for Individual Settlement Payments.

4.3 Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, or as soon as reasonably practicable, the Administrator will mail checks or wire funds for all Individual Class Payments, all Individual PAGA Payments, LWDA PAGA Payment, Administration Expenses Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.3.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Participating Class Members and Aggrieved Employees, respectively, via First Class U.S. Mail, postage prepaid. Before mailing any checks, the Administrator must update the mailing addresses of any Class Member whose Class Notice was returned undeliverable using the National Change of Address Database. The face of each check shall prominently state the date (not less than 180 calendar days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Release of Participating Class Members (as defined below) and Release by Aggrieved Employees (as defined below) will be binding upon all Participating Class Members and Aggrieved Employees, respectively, including those who do not cash their checks within the 180-day period. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undeliverable). The Administrator may send Participating Class Members who are Aggrieved Employees a single check combining the Individual Class Payment and the Individual PAGA Payment.

4.3.2 The Administrator must conduct a Class Member Address Search for all Class Members whose checks are returned undeliverable without USPS forwarding address. Within three (3) business days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undeliverable. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.3.3 For any Participating Class Member or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check, as relevant, is uncashed and cancelled after the void date, the Administrator

shall transmit the funds represented by such checks to the *cy pres* Bill Wilson Center, subject to the requirements of California Code of Civil Procedure Section 384, subd. (b), after entry of an amended judgment.

- 4.3.4 Neither the Settlement nor any amounts paid under the Settlement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by the Released Parties. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under the Released Parties' sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Agreement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of the Released Parties' benefit plans, policies, or bonus programs. The Released Parties retain the right to modify the language of their benefit plans, policies and bonus programs to effectuate this intent, and to make clear that any amounts paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the Gross Settlement Amount and funds the employer payroll taxes as instructed by the Administrator on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Plaintiff's Released Claims.

- (a) Plaintiff and his respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and forever discharge Released Parties from any and all claims, transactions, or occurrences of any nature, whether known or unknown, which exist or may exist on Plaintiff's behalf against Released Parties as of the date Plaintiff signs this Agreement, including but not limited to the claims alleged in the Action and/or PAGA Notice, any and all statutory claims, tort claims, contract claims, equitable claims, breach of fiduciary duty claims, ERISA claims, wrongful termination claims, public policy claims, retaliation claims, statutory claims, discrimination claims, protected leave-related claims, failure to accommodate claims, denial of accommodation claims, failure to engage in the interactive process claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, any claims for wages, renumeration, meal and/or rest period premiums, wage-related penalties, expense reimbursement(s), attorneys' fees, costs, damages, penalties, and/or interest, unfair business practices, and any and all claims

arising under any federal, state, or other governmental statute, law, regulation, or ordinance covering wages or benefits of employment, including, but not limited to (1) Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000(e) *et seq.*; (2) the Age Discrimination in Employment Act, 29 U.S.C. §§ 621 *et seq.*, as amended by the Older Workers Benefit Protection Act of 1990; (3) Section 1981 of the Civil Rights Act of 1866, 42 U.S.C. § 1981; (4) the Equal Pay Act of 1963, 29 U.S.C. § 206 and the Lilly Ledbetter Fair Pay Act; (5) the Sarbanes-Oxley Act of 2002; (6) the Dodd-Frank Wall Street Reform and Consumer Protection Act; (7) the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201, *et seq.*; (8) the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”), 42 U.S.C. S 1395(c); (9) Executive Order 11141; (10) Section 503 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701, *et seq.*; (11) the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, *et seq.*; (12) the Americans with Disabilities Act; (13) the Worker Adjustment and Retraining Notification Act; (14) the Family and Medical Leave Act; (15) the National Labor Relations Act; (16) the Immigration Reform and Control Act; (17) the Occupational Safety and Health Act; (18) the Fair Credit Reporting Act; (19) the California Fair Employment and Housing Act, Cal. Govt. Code § 12940 *et seq.*; (20) the California Family Rights Act, Cal. Govt. Code § 12945.2; (21) the California Labor Code, including but not limited to Section 132a, Sections 200 *et seq.* and Sections 1025 *et seq.*, as well as the Private Attorneys General Act (“PAGA”); (22) the California Government Code; (23) the California Constitution; (24) California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.*; (25) any claims related to any action or inaction associated directly or indirectly with the COVID-19 pandemic to the maximum extent permitted by law; (26) any amendments to the foregoing statutes; and (27) any other federal, state, local, municipal or other law, governmental statute, regulation, ordinance or order (“Plaintiff’s Released Claims”). Plaintiff’s Released Claims does not extend to any claims or actions to enforce this Agreement, including claims for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers’ compensation benefits.

- (b) Plaintiff acknowledges that he has not made any claims or allegations related to sexual harassment or sexual abuse and none of the payments set forth herein are related to sexual harassment or sexual abuse.

5.2 Plaintiff’s Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff’s Released Claims, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

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

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

- 5.3 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims, rights, demands, liabilities, and causes of action under state, federal, or local law arising during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Notice and/or the Action, including claims for minimum wages, overtime wages (including claims alleging improper calculation of the regular rate and based on rounding), meal and rest period premium pay, business expenses, and including the following causes of action: (1) Unpaid Overtime; (2) Unpaid Minimum Wages; (3) Meal Period Violations; (4) Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records; (5) Wages Not Timely Paid Upon Termination; (6) Failure to Timely Pay Wages During Employment; (7) Unpaid Business-Related Expenses; (8) Unlawful Business Practices; and (9) Unfair Business Practices, predicated on violations of California Labor Code §§ 201, 202, 203, 204, 221, 223, 224, 226(a), 226.7, 510, 512(a), 516, 558, 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, California Business & Professions Code §§ 17200, *et seq.*, violations of the applicable IWC Wage Order, and claims arising under the FLSA (“Released Class Claims”). The Released Class Claims expressly excludes any other claims including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims for penalties under the PAGA.
- 5.4 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Action and/or the PAGA Notice including, e.g.: (1) Unpaid Overtime; (2) Unpaid Minimum Wages; (3) Meal Period Violations; (4) Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records; (5) Wages Not Timely Paid Upon Termination; (6) Failure to Timely Pay Wages During Employment; (7) Unpaid Business-Related Expenses; (8) Failure to Authorize and Permit Aggrieved Employees to Take Rest Periods; (9) Unlawfully Deducting a Portion of Wages Previously paid to Plaintiff and other Aggrieved Employees; (10) Secretly Paying Plaintiff and other Aggrieved Employees lower wages than required by statute, while purporting to pay the proper wages, predicated on violations of California Labor Code §§ 201, 202, 203, 204, 221, 223, 224, 226(a), 226.7, 510, 512(a), 516, 558, 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and violations of the applicable IWC Wage Order (collectively, “Released PAGA Claims”). Except as provided in Paragraph 5.3, Aggrieved Employees do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment

insurance, disability, social security, workers' compensation, or claims arising outside of the PAGA Period.

- 5.5 FLSA Release: Opt-in and release language regarding the release of the FLSA claims will be printed on each settlement check issued to Participating Class Members, with the advisement that cashing such check constitutes consent under the FLSA to opt into the collective action and to release all claims under the FLSA. The language to be included will be substantially similar to the following:

My endorsing, cashing, or depositing of this check constitutes my consent to join the civil lawsuit entitled *Oscar Alvarez, et al. v. California Institute of Technology, et al.*, Superior Court of the State of California for the County of Los Angeles, Case No. 23STCV09560, pursuant to the provisions of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. Section 216(b), and to release all claims I might have against the Released Parties under the FLSA.

6. MOTION FOR PRELIMINARY APPROVAL; SUBMISSION TO LWDA. Plaintiff agrees to prepare and file a motion for preliminary approval ("Motion for Preliminary Approval"), with cooperation by Defendant.

- 6.1 Plaintiff's Responsibilities. Plaintiff will move for an order: (a) conditionally certifying the Class for settlement purposes only; (b) seeking Preliminary Approval of the Settlement; (c) setting a date for the Final Approval Hearing; and (d) approving the Class Notice.
- 6.2 Before or at the Preliminary Approval Hearing, Plaintiff will submit a proposed order granting conditional certification of the Class and Preliminary Approval of the Settlement; appointing the Class Representative, Class Counsel, and Administrator; approving the Class Notice; and setting the Final Approval Hearing.
- 6.3 Defendant agrees it will not oppose Plaintiff's Motion for Preliminary Approval of the Settlement so long as the motion is consistent with the terms of the Settlement Agreement and paragraph 6.6.
- 6.4 The amounts of Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and Class Representative Service Payment shall be determined by the Court, and the Court's determination on these amounts shall be final and binding. Any order or proceeding relating to an application for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and Class Representative Service Payment shall not operate to terminate or cancel this Agreement.
- 6.5 If the Court declines to conditionally certify the Class or to Preliminarily Approve all material aspects of the Agreement, even after efforts by the Parties pursuant to paragraph 6.7, the Agreement will be null and void, and the Parties will be restored to their respective positions as if they had not entered into the Agreement.

- 6.6 Responsibilities of Counsel. Class Counsel will prepare the Motion for Preliminary Approval and Proposed Order, which will be subject to Defense Counsel's prior review and comment. Plaintiff will provide the draft Motion for Preliminary Approval and the Proposed Order to Defense Counsel for their review and comment at least five (5) court days before filing. Plaintiff will reasonably consider and incorporate Defense Counsel's comments about the Motion for Preliminary Approval. The Parties will jointly prepare the proposed Preliminary Approval Order.
- 6.7 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval or Proposed Order, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any change to this Agreement or the Class Notice, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, in good faith, to attempt to modify the Agreement and/or Class Notice and otherwise satisfy the Court's concerns.
- 6.8 Submissions to the LWDA. At the same time as they submit this Settlement Agreement to the Court for Preliminary Approval, Class Counsel shall submit a copy of this Agreement to the LWDA, as required by Cal. Lab. Code § 2699(1)(2). Within ten (10) days following the Effective Date, Class Counsel shall submit a copy of the Final Approval Order and Judgment entered by the Court to the LWDA, as required by Cal. Lab. Code § 2699(1)(3).

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Administration Expenses Payment shall include: all costs of administering the Settlement, all tax document preparation, custodial fees, and accounting fees incurred by the Administrator; all costs and fees associated with establishing and maintaining a QSF; all costs and fees associated with preparing, translating, issuing and mailing the Class Notice and other correspondence to Class Members; all costs and fees associated with communicating with Class Members, Class Counsel, and Defense Counsel; all costs and fees associated with computing, processing, reviewing, and paying the payments due under this Agreement, and resolving disputed claims; all costs and fees associated with calculating tax withholdings and Defendant's share of payroll taxes, making related payment to federal and state tax authorities, and issuing tax forms relating to payments made under the Settlement; all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency; all costs and fees associated with preparing any other notices, reports, or filings to be prepared in the course of administering payments

due under this Agreement; and any other costs and fees incurred and/or charged by the Administrator in connection with the execution of its duties under this Settlement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
 - 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and notify Class Counsel and Defense Counsel of the number of Class Members, Aggrieved Employees, Class Workweeks, and PAGA Pay Periods in the Class Data.
 - 7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A** in both English and Spanish. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
 - 7.4.3 No later than three (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undeliverable, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
 - 7.4.4 The deadlines for Class Members’ written objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the forty-five (45) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
 - 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been

included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person, by telephone, or by electronic mail, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via e-mail or overnight delivery, a Class Notice requiring them to exercise options under this Agreement no later than fourteen (14) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later.

7.5 Requests for Exclusion.

- 7.5.1 Class Members who wish to exclude themselves from the Class Settlement must send the Administrator, by fax, e-mail, or mail, a signed written Request for Exclusion no later than forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a signed communication from a Class Member that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and e-mail address or telephone number. To be valid, a Request for Exclusion must be signed and timely faxed, e-mailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any timely Request for Exclusion as valid if it is signed and the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may request additional proof of the Class Member's identity.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Release By Participating Class Members under Paragraph 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the Class Settlement. Regardless of whether any Class Member submits a Request for Exclusion,

they will still be bound by the release in Paragraph 5.4 (Release By Aggrieved Employees) if they are an Aggrieved Employee.

7.6 Challenges to Calculation of Workweeks and/or Pay Periods.

7.6.1 Each Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and/or PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, e-mail, or mail. The Class Notice will instruct the challenging Class Member to submit supporting documentation. In the absence of any supporting documentation for the challenge, the Administrator will presume that the Workweeks and/or Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods after conferring with Defense Counsel and Class Counsel shall be final. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel for review and response.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the Class Settlement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment. Neither Plaintiff nor Non-Participating Class Members have a right to object.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, e-mail, or mail. Participating Class Members may also appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so no later than forty-five (45) calendar days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice was re-mailed). The written objection must be signed personally by the Participating Class Member or his or her attorney and must include the Participating Class Member's name and address, the factual and legal grounds for the objection, and whether the objector intends to appear at the Final Approval Hearing. Class Members who fail to make timely written objections or to appear at the Final Approval Hearing in the manner specified above shall be deemed to have waived any objections and oppositions to the Settlement's fairness, reasonableness and adequacy, and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

7.7.3 If a Class Member submits both a Request for Exclusion and a written objection within the Response Deadline, then the Request for Exclusion will be deemed valid and the objection invalid and the individual will not be deemed a Participating Class Member.

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

7.8.1 E-mail Address and Toll-Free Number. The Administrator will maintain and monitor an e-mail address, a toll-free telephone number, and a fax number to receive Class Member calls, faxes, and e-mails. Any e-mail address established pursuant to this Paragraph may reference or incorporate the Plaintiff's name, but not the names of any of the Released Parties.

7.8.2 Requests for Exclusion and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. No later than five (5) calendar days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall e-mail a list to Class Counsel and Defense Counsel containing (a) the names of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator will, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: (a) Class Notices mailed or re-mailed; (b) Class Notices returned undelivered; (c) Requests for Exclusion (whether valid or invalid) received; (d) objections received; (e) challenges to Workweeks and/or PAGA Pay Periods received and/or resolved; and (f) checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Administrator's Declaration. No later than fourteen (14) calendar days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a draft declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to: (a) its mailing of Class Notices; (b) Class Notices returned as undeliverable; (c) re-mailing of Class Notices; (d) attempts to locate Class Members; (e) total number of Requests for Exclusion from Settlement it received (both valid or invalid); (f) number of written objections; and (g) Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the

Court. Class Counsel is responsible for filing the Administrator's signed declaration(s) in Court.

7.8.5 Final Report by Settlement Administrator. At least fourteen (14) calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a draft declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's signed declaration in Court.

8. **DEFENDANT'S RIGHT TO WITHDRAW.** If more than 5% of Class Members submit valid Requests for Exclusion, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that no Party will have any further obligation to perform under this Agreement; provided Defendant will remain responsible for paying all Administrator expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw no later than ten (10) business days after the Administrator sends the final Exclusion List to Defense Counsel creating grounds for Defendant to withdraw. A late election will have no effect on the Settlement.
9. **ESCALATOR PROVISION.** Defendant represents that there are approximately 330,331 Workweeks worked by Class Members from April 28, 2019 to August 24, 2025. This is a material representation for Plaintiff to enter into this Agreement. Should the actual number of Workweeks (as an aggregate) worked by this group of people during the entire Class Period and PAGA Period increase beyond 10%, Defendant shall have the option of (a) increasing the Gross Settlement Amount by the percentage increase in the number of Workweeks worked by the Class Members above 10% (e.g. if the number of Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%); or (b) rolling back the Class Period and PAGA Period to the date in which 363,364 Workweeks is met.
10. **MOTION FOR FINAL APPROVAL.** No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment ("Motion for Final Approval"). Defendant agrees that it will not oppose Plaintiff's motion for Final Approval. Plaintiff will provide the draft Motion for Final Approval and Proposed Final Approval Order to Defense Counsel for review and comment at least five (5) court days before filing. Plaintiff will reasonably consider and incorporate Defense Counsel's comments about the Motion for Final Approval. The Parties will jointly prepare the proposed Final Approval Order.
 - 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

- 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any change to the Settlement (including, but not limited to, the scope of any releases), the Parties will expeditiously work together in good faith to attempt to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Expenses Payment, or a different amount for the PAGA Penalties, shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to Code of Civil Procedure section 664.6 and California Rules of Court, Rule 3.769 solely for purposes of: (a) enforcing this Agreement and/or Judgment; (b) addressing settlement administration matters; and (c) addressing such post-Judgment matters as are permitted by law.
- 10.4 Waiver of Right to Appeal. Provided the Judgment is materially consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, to the extent permitted by law, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Effective Date occurs.
- 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall not become a Final Judgment. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, and any additional Administrator expenses reasonably incurred after remittitur will come out of the Net Settlement Amount. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment, Class Counsel Fees Payment, Administrator Expenses Payment, and Class Counsel Litigation Expenses Payment shall not prevent the Judgment from becoming a Final Judgment.
11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

- 12.1 No Admission of Liability, Class Certification or Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Action have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, or the Settlement does not become a Final Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement). To the extent this Settlement is deemed void or the Effective Date does not occur, Plaintiff and Class Counsel agree not to argue or present any argument, and hereby waive any arguments based on the existence of this Settlement Agreement including (a) that the Action is amenable to class or representative treatment because the Defendant entered into this Settlement Agreement; or (b) that Defendant cannot contest class certification or representative action treatment on any grounds whatsoever or assert any and all other privileges or potential defenses if the Action was to proceed.
- 12.2 Publicity. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (a) to the Parties' attorneys, accountants, executives/stakeholders or board members (on a need-to-know basis), or spouses, all of whom will be instructed to keep this Agreement confidential; (b) as needed to counsel or inform a court in a related matter; (c) to the extent necessary to report income to appropriate taxing authorities; (d) in response to a court order or subpoena; (e) to the extent necessary to obtain "not-to-exceed" estimates from settlement administrators for settlement administration expenses; or (f) in response to an inquiry or subpoena issued by a state or federal government agency.

Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that they will not issue a press release or otherwise issue any advertising related to this Settlement, or hold any press conferences or initiate contact with a member of the press, including on social media or any website, about this case and/or the fact, amount or terms of the Settlement. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such

information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect, except that Class Counsel may communicate with prospective settlement administrators about the Settlement to obtain estimates for settlement administration expenses. This paragraph does not restrict (a) Defendant’s communication with any necessary departments, directors, counsel, finance team, executive or members of any applicable Board of Directors, or any other stakeholders on a need-to-know basis, or (b) Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members, or (c) Class Counsel from disclosing the name of the Parties in this Action, the venue/case number, and settlement details available in the public record, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions or for purposes of seeking approval of an unrelated settlement.

- 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.
- 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement with exhibits constitutes the entire Agreement among the Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties, and covenants contained and memorialized in such documents. All prior or contemporaneous negotiations, memoranda, agreements, understandings, and representations, whether written or oral, are expressly superseded hereby and are of no further force and effect. Each of the Parties acknowledges that they have not relied on any promise, representation, or warranty, express or implied, not contained in this Agreement. No rights hereunder may be waived except in writing.
- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to attempt to obtain approval of the Settlement by, among other things, if required by a court modifying the Settlement, submitting supplemental evidence, and supplementing points and authorities. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may

become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 12.7 No Prior Assignments; Authorization to Enter Into Settlement Agreement. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement. The Parties warrant and represent that they are authorized to enter into this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement.
- 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court (if the amendment is made after preliminary approval of the settlement).
- 12.10 Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.
- 12.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.12 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 12.13 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.14 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.15 Use and Return/Destruction of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation,

other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used or disclosed in any way that violates any existing contractual agreement, protective order, statute, or rule of court. Within 30 days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Class Counsel shall, upon request, return any hard copy documents comprising Class Data and destroy any electronic documents or materials containing Class Data. Class Counsel shall confirm in writing to Defendant's counsel that all materials containing Class Data have been returned and/or destroyed.

- 12.16 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.17 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.18 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by e-mail or messenger, addressed as follows:

To Plaintiff:

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800 S. Grand Ave., 22nd Floor
Los Angeles, CA 90071

- 12.19 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g. DocuSign or AdobeSign), or e-mail which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if

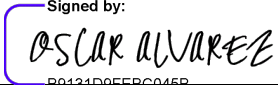
counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.20 No Signature Required by Class Members. Only the Class Representative will be required to execute this Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the release, and such shall have the same force and effect as if this Settlement Agreement were executed by each Participating Class Member.

12.21 Stay of the Action. The Parties agree that upon the execution of this Agreement, the Action shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that, pursuant to CCP section 583.330, the Parties agree to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process—i.e., the period of time from [] to the date on which the Court enters Judgment or enters an order declining to grant approval of this Agreement shall be excluded in computing the time within which the Action must be brought to trial.

APPROVED AS TO FORM AND CONTENT:

Dated: 5/14/2026

Signed by:

By: B0131D0FEBC045B...
Plaintiff Oscar Alvarez

Dated: May 13, 2026


By: _____
Name: Ryan P. Eskin
Title: Associate General Counsel
For Defendant, California Institute of
Technology

APPROVED AS TO FORM ONLY:

Dated: May 14, 2026

CAPSTONE LAW APC

By: 
Robert Drexler
Jonathan Lee
Attorneys for Plaintiff Oscar Alvarez

Dated: May 13, 2026

MORGAN, LEWIS & BOCKIUS LLP

By: 
Douglas R. Hart
George S. Benjamin
Anahi Cruz
Eva Nofri
Attorneys for Defendant California Institute
of Technology

Exhibit A

Alvarez v. California Institute of Technology, No. 23STCV09560
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF LOS ANGELES
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

Si desea una traducción al Español de este Aviso, por favor llame al administrador al ***--*******

To: All persons employed by Defendant California Institute of Technology (“Defendant”) as non-exempt staff employees employed to work at Caltech’s campus located in Pasadena, California at any time during the period from April 28, 2019 through February 10, 2026 (“Class Members”).

All persons employed by Defendant as non-exempt staff employees employed to work at Caltech’s campus located in Pasadena, California at any time during the period from May 25, 2022 through February 10, 2026 (“PAGA Members”).

On _____, the Honorable William F. Highberger of the Los Angeles County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at __:00 __.m. on _____, 2026 in Department 10 of the Los Angeles County Superior Court located at 312 North Spring Street, Los Angeles, California 90012.

You are not required to attend the hearing, but if you wish to attend, you may attend the hearing telephonically (remotely), which can be set up through LA Court Connect (www.lacourt.org/lacc/).

Please also note that the Final Approval Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be deemed a “Participating Class Member,” and will be eligible for a payment from the Net Settlement Amount and, if you are also a PAGA Member, the PAGA Fund. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims against Defendant based on the same facts alleged in the Action during the Class Period.
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You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [DATE]	If you don't want to participate in the proposed class settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Amount and will not be bound by the terms of the proposed class settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Members remain eligible to receive a payment from the PAGA Fund and must give up their rights to pursue PAGA penalty claims against Defendants based on the facts alleged in the Action during the PAGA Period.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [DATE]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed class settlement, but not the PAGA settlement.
You Can Participate in the [DATE] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE] in Department 10 of the Los Angeles County Superior Court located at 312 North Spring Street, Los Angeles, California 90012. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Amount and you will be bound by the terms of the Settlement and Release.

Summary of the Litigation

Plaintiff Oscar Alvarez, on his behalf and on behalf of other current and former non-exempt employees, alleges that Defendant violated California state labor laws as a result of its alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; and (4) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. The parties participated in a mediation with Monique Ngo-Bonnici, Esq., an experienced and well-respected class action mediator. With Mr. Monique Ngo-Bonnici's guidance, the parties were able to negotiate a complete settlement of Plaintiff's claims.

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, Capstone Law APC ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiff's claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiff.

Summary of The Proposed Settlement Terms

Plaintiff and Defendant have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$2,100,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) a Class Representative Service Payment of \$10,000 to Oscar Alvarez for his services on behalf of the class, and for a release of all claims arising out of his employment with Defendant; (3) \$700,000 in attorneys' fees and up to \$40,000 in litigation costs and expenses; (4) a \$100,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), inclusive of a \$75,000 payment to the California Labor and Workforce Development Agency ("LWDA") in connection with the PAGA, and a \$25,000 payment ("PAGA Fund") to all PAGA Members; and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$20,000. After deducting the above payments, a total of approximately \$1,230,000 will be allocated to Class Members who do not opt out of the Settlement Class ("Net Settlement Amount"). Additionally, all PAGA Members will receive a proportional share of the \$25,000 PAGA Fund, regardless whether they opt out of the Settlement Class.

Payments from Net Settlement Amount. Defendant will calculate the total number of Workweeks worked by each Class Member from April 28, 2019 through February 10, 2026 ("Class Period") and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated share of the Net Settlement Amount, the Settlement Administrator will use the following formula: The Net Settlement Amount will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the "Workweek Value." Each Class Member's share of the Net Settlement Amount will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Amount according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Amount.

According to Defendant's records, you worked during the Class Period in a non-exempt position for a total of ____ Workweeks. Accordingly, your estimated payment from the Net Settlement Amount is approximately \$ ____.

Payments from PAGA Fund. Defendant will calculate the total number of Pay Periods worked by each PAGA Member from May 25, 2022 through February 10, 2026 ("PAGA Period") and the aggregate total number of Pay Periods worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Pay Periods during the PAGA Period, resulting in the "PAGA Pay Period Value." Each PAGA Member's share of the PAGA Fund will be calculated by multiplying each individual PAGA Member's total number of Pay Periods by the PAGA Pay Period Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA fund even if he/she/they submits a valid Request for Exclusion.

According to Defendant's records, you worked during the PAGA Period in a non-exempt position for a total of ____ Pay Periods. Accordingly, your estimated payment from the PAGA Fund is approximately \$ ____.

Your Estimated Payment: Based on the above, your estimated payment from the settlement is approximately \$ _____. If you believe the Workweek information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Settlement Administrator
c/o _____
Fax No. _____

If you dispute the information stated above, Defendant's records will control unless you are able to provide documentation that establishes otherwise.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 25% of each settlement payment from the Net Settlement Amount will be allocated as wages for which IRS Forms W-2 will be issued, and 75% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA Members from the PAGA Fund will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, on the date on which Defendant fully funds the Gross Settlement Amount, you will be deemed to have released or waived the Released Class Claims, and if you are also a PAGA Member, the Released PAGA Claims:

Released Class Claims: All claims, rights, demands, liabilities, and causes of action under state, federal, or local law arising during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Notice and/or the Action, including claims for minimum wages, overtime wages (including claims alleging improper calculation of the regular rate and based on rounding), meal and rest period premium pay, business expenses, and including the following causes of action: (1) Unpaid Overtime; (2) Unpaid Minimum Wages; (3) Meal Period Violations; (4) Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records; (5) Wages Not Timely Paid Upon Termination; (6) Failure to Timely Pay Wages During Employment; (7) Unpaid Business-Related Expenses; (8) Unlawful Business Practices; and (9) Unfair Business Practices, predicated on violations of California Labor Code §§ 201, 202, 203, 204, 221, 223, 224, 226(a), 226.7, 510, 512(a), 516, 558, 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, California Business & Professions Code §§ 17200, et seq., violations of the applicable IWC Wage Order, and claims arising under the FLSA ("Released Class Claims"). The Released Class Claims expressly excludes any other claims including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims for penalties under the PAGA.

Released PAGA Claims: All claims for PAGA penalties arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Action and/or the PAGA Notice including, e.g.: (1) Unpaid Overtime; (2) Unpaid Minimum Wages; (3) Meal Period Violations; (4) Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records; (5) Wages Not Timely Paid Upon Termination; (6) Failure to Timely Pay Wages During Employment; (7) Unpaid Business-Related Expenses; (8) Failure to Authorize and Permit Aggrieved Employees to Take Rest Periods; (9) Unlawfully Deducting a Portion of Wages

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Previously paid to Plaintiff and other Aggrieved Employees; (10) Secretly Paying Plaintiff and other Aggrieved Employees lower wages than required by statute, while purporting to pay the proper wages, predicated on violations of California Labor Code §§ 201, 202, 203, 204, 221, 223, 224, 226(a), 226.7, 510, 512(a), 516, 558, 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and violations of the applicable IWC Wage Order

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator

c/o _____

The Request for Exclusion must be postmarked or faxed not later than _____, 2026. If you submit a Request for Exclusion which is not postmarked or faxed by _____, 2026, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Amount.
- Not release the Released Class Claims.
- If you are a PAGA Member, you will still release the Released PAGA Claims, and will receive a payment from the PAGA Fund.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Approval Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All written objections must be postmarked by not later than _____ 2026. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Approval Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Los Angeles and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Raul Perez
Capstone Law APC
1875 Century Park E., Suite 1860
Los Angeles, CA 90067
Phone: Number

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

Questions? Contact the Settlement Administrator toll free at 1-*-***-******