JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement," "Agreement" or "Settlement Agreement") is made and entered into by and between Plaintiffs Eric Montano ("Plaintiff Montano") and Douglas Lukins ("Plaintiff Lukins") (collectively, "Plaintiffs"), individually, on behalf of all others similarly situated, and on behalf of the State of California with respect to PAGA Employees pursuant to the Private Attorneys' General Act (codified at Lab. Code §§ 2698 et seq.) ("PAGA"), and Defendants Projection Video Services, Inc. and Projection Presentation Technology, Inc. ("Defendants"). Herein, Plaintiffs and Defendants are referred to collectively as the "Parties," and individually as "Party."

This Joint Stipulation of Class Action and PAGA Settlement and Release shall be binding on Plaintiffs, the Settlement Class Members (as defined herein), the State of California with respect to PAGA Employees (as defined herein) and on Defendants, subject to the terms and conditions hereof and the approval of the Court. As detailed below, in the event the Court does not enter an order granting Final Approval of the Settlement or the conditions precedent are not met for any reason, this Agreement shall be null and void and shall be of no force or effect whatsoever in any proceeding of any kind.

RECITALS

1. On June 29, 2023, Plaintiff Montano provided notice by electronic upload to the Labor and Workforce Development Agency, and written notice by certified mail to Defendants, of his intent to pursue civil penalties under the PAGA for Defendants' alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5, and Industrial Wage Orders ("IWC") including, *inter alia*, Wage Order 4-2001 and 12-2001 ("Montano Original PAGA Notice"). A true and correct copy of the Montano Original PAGA Notice is attached hereto as "**Exhibit A**."

1.1 On September 5, 2023, Plaintiff Montano filed a Class Action Complaint for Damages, thereby commencing a putative class action entitled *Eric Montano v. Projection Presentation Technology, Inc., et al.*, in the Superior Court of California for the County of San Francisco, Case No. CGC-23-608843 (the "Class Action") against Defendants In the Class Action, Plaintiff Montano, asserted ten (10) causes of action for (1) unpaid overtime (Lab. Code §§ 510, 1198); (2) unpaid meal period premiums (§§ 226.7, 512); (3) unpaid rest period premiums (§ 226.7); (4) unpaid minimum wages (§§ 1194, 1197, 1197.1); (5) failure to pay final wages (§§ 201, 202); (6) failure to pay wages timely during employment (§ 204); (7) failure to provide accurate wage statements (§ 226); (8) failure to keep requisite payroll records (§ 1174); (9) failure to reimburse business expenses (§§ 2800, 2802); and (10) unfair business practices (Bus. & Prof. Code §§ 17200 et seq.).

2. On September 5, 2023, Plaintiff Montano filed a separate Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., thereby commencing a PAGA representative action entitled *Eric Montano v. Projection Presentation Technology, Inc., et al.*, in the Superior Court of California for the County of San Francisco, Case No. CGC-23-608862 (the "PAGA Action") (together, with the Class Action, the "Litigation"), alleging one cause of action for civil penalties pursuant to the PAGA on behalf of himself, individually, and other purportedly similarly aggrieved employees.

3. On October 15, 2024, the Parties participated in a good-faith mediation with Katherine Edwards, Esq. (the "Mediator"), a respected mediator of complex wage and hour actions, in connection with the Litigation. The Parties were ultimately able to reach a settlement pursuant to a mediators' proposal, the principal terms of which were memorialized in a binding Memorandum of Understanding, which became effective on February 13, 2025. The settlement discussions were conducted at arm's length, and the settlement is the result of an informed and detailed analysis of Defendants' potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on the documents produced, which included extensive payroll and timekeeping data and documents, as well as Class Counsel's own independent investigation and evaluation, Class Counsel believes that the settlement with Defendants for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, the State of California, and PAGA Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendants.

4. On March 11, 2025, Plaintiff Montano sent an amended letter to the LWDA and Defendants, adding Douglas Lukins as an additional named Plaintiff ("Amended PAGA Notice"). A true and correct copy of the Amended PAGA Notice is attached hereto as "**Exhibit B**."

5. Within ten (10) days of all Parties executing this Settlement Agreement, Plaintiffs will file a Joint Stipulation to File a First Amended Complaint in the Class Action, along with a copy of the proposed First Amended Complaint, that (i) includes all of the claims and allegations in Plaintiff Montano's original complaint; (ii) adds all claims and allegations that Class Counsel made in connection with the mediation of the Litigation, including but not limited to adding allegations for purported off the clock work, on duty and/or interrupted meal periods and rest breaks, including as a result of required walkie-talkie use, failure to separately itemize meal period penalties paid on wage statements, failure to reimburse for business expenses, including for uniforms, tools, equipment and personal cellphone use; (iii) adds causes of action on a class action basis for any and all allegations asserted in the Original PAGA Notice filed with the Labor & Workforce Development Agency ("LWDA") on June 29, 2023, to the extent such class-wide claims are not already included in the original complaint, including claims under Labor Code section 203, 551, 552, and 558; (iv) adds a cause of action under Labor Code section 2698 et seq. for all claims and allegations raised by Plaintiff Montano (a) on a class wide basis, (b) in the Montano Original PAGA Notice with the LWDA on June 29, 2023 and (c) in connection with the mediation of this action; and (v) adds Douglas Lukins as a named Plaintiff.

6. Class Counsel diligently investigated the claims against Defendants, including any and all applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of information, data, and documents, and review of Defendants' employment and operations policies, practices, and procedures. The Class Representatives and Class Counsel believe that the claims, causes of action, allegations and contentions asserted in the Litigation have merit. However, the Class Representatives and Class Counsel recognize and acknowledge the many risks, expense and delay of continued lengthy proceedings necessary to prosecute the Litigation against Defendants through trial and through appeals. Class Counsel has taken into account the uncertain outcome and the risk of any litigation, the risk of continued litigation in complex actions such as this, as well as the difficulties and delays inherent in such litigation, and the potential difficulty of maintaining the Litigation as a class action and representative action. Class Counsel is mindful of the inherent problems of proof under, and possible defenses to, the claims alleged in the Litigation. Class Counsel believes that the settlement set forth in this Agreement confers substantial benefits upon Plaintiffs and the Class Members and that an independent

review of this Agreement by the Court in the approval process will confirm this conclusion. Based on all that has been learned during the Litigation and their own independent investigation and evaluation, Class Counsel has determined that the settlement set forth in the Agreement is in the best interests of the Class Representatives, Class Members, and PAGA Members.

7. Defendants have denied and continue to deny all claims and contentions alleged by Plaintiffs in the Litigation. Defendants have expressly denied and continue to deny all charges of wrongdoing or liability against them and any of the other Released Parties arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Litigation. Defendants contend that they complied in good faith with all of California's wage and hour employment laws, did not violate any laws, and did not engage in any wrongdoing. Defendants further deny that, for any purpose other than settling the Litigation, these claims are appropriate for class, collective, or representative action treatment of any kind. Nonetheless, Defendants have concluded that further litigation of the Litigation would be protracted and expensive and that it is desirable for economic reasons that the Litigation be fully and finally settled as set forth in this Agreement in order to limit further expense, inconvenience and distraction, to dispose of burdensome and protracted litigation, and to permit the operation of Defendants' business without further expensive litigation and the distraction and diversion of its personnel with respect to matters at issue in the Litigation. Defendants have also taken into account the uncertainty and risks inherent in any litigation, especially in complex cases such as the Litigation. Defendants have, therefore, determined that it is desirable and beneficial to them that the Litigation be settled in the manner and upon the terms and conditions set forth in this Agreement.

8. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims. Nothing in this Agreement is intended to, or may be construed as, an admission by Defendants or any of the other Released Parties that the claims in the Litigation have merit or that Defendants and/or any of the other Released Parties has any liability to Plaintiffs or any Class Member or PAGA Member on those claims or any other claim, which Defendants and the Released Parties deny. By entering into this Agreement, Defendants and the Released Parties make no admission that they have engaged, or are now engaging, in any unlawful conduct. The Parties understand and acknowledge that this Agreement is not an admission of liability and shall not be used or

construed as such in any legal or administrative proceeding of any kind by anyone. This Agreement shall further never be treated as an admission of liability by Defendants or any Released Party for any purpose whatsoever. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

DEFINITIONS

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

a. "Attorneys' Fees and Costs" means attorneys' fees for Class Counsel's litigation and resolution of the Litigation and all actual costs incurred and to be incurred by Class Counsel in the Litigation, as set forth in Paragraph 17.

b. "Class Counsel" means Lawyers *for* Justice, P.C. and Domb & Rauchwerger LLP.

c. "Class List" means a complete list of all Class Members that Defendants will diligently and in good faith compile from their records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member's last-known full name, mailing address, telephone number, Social Security Number, start and end dates employed as a non-exempt, hourly-paid employee of Defendants in California during the Class Period, and the number of Workweeks worked.

d. "Class Member(s)" or "Class" means all current and former non-exempt, hourly-paid employees who were employed by Defendants in California at any time during the Class Period. Defendants represent that the number of Class Members was approximately One Thousand Seven Hundred Thirty-Three (1,733) individuals, as of October 15, 2024.

e. "Class Notice" means the Notice of Class Action Settlement, substantially in the form attached as "**Exhibit C**."

f. "Class Period" means the time period from September 5, 2019 through May 15, 2025, or, if applicable, the Alternate Class Period End Date or Alternate PAGA Period End Date, pursuant to Paragraph 42.

g. "Class Representatives" or "Plaintiffs" mean Eric Montano and Douglas Lukins.

h. "Class Settlement" means the settlement and resolution of all Released Class

Claims.

i. “Court” means the Superior Court of California for the County of San Francisco.

j. “Defendants” means Projection Video Services, Inc. and Projection Presentation Technology, Inc., and all of their former and present parents, subsidiaries, and affiliated corporations, and all of the other aforementioned entities’ owners, shareholders, officers, directors, agents, managers, employees, independent contractors, representatives, attorneys, insurers, successors, and assigns.

k. “Defendants’ Counsel” means Nossaman LLP.

l. “Effective Date” or “Final Date” means (i) in the event there are no objectors to the settlement or an appeal filed, sixty-five (65) days after the Court issues an order of judgment finally approving the settlement; or, (ii) in the event that one or more timely objections has/have been filed and not withdrawn, then the date after the applicable deadline for an objector to seek appellate review of the Superior Court’s order of final approval of the settlement, without a timely appeal having been filed; or, (iii) in the event that a timely appeal of the Court’s order of final approval has been filed, then the Settlement Agreement shall be final when the applicable appellate court has rendered a final decision or opinion affirming the Court’s final approval without material modification, and the applicable date for seeking further appellate review has passed, or the date that any such Appeal has been either dismissed or withdrawn by the appellant. “Employer Taxes” means the employers’ share of taxes and contributions in connection with the wages portion of Individual Settlement Shares.

m. “Enhancement Payments” means the amounts to be paid to Plaintiffs in recognition of their efforts and work in prosecuting the Litigation.

n. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon, which will constitute a final “judgment” within the meaning of California Code of Civil Procedure section 577.

o. “Final Approval Hearing” means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.

p. “Gross Settlement Amount” means the amount of Five Hundred Thousand Dollars ($500,000.00) to be paid by Defendants in full resolution of all Released Class Claims, Released PAGA Claims, and the Litigation provided for under the Class Settlement and PAGA Settlement, which includes all Attorneys' Fees and Costs to be paid to Class Counsel, Enhancement Payments to be paid to Plaintiffs, PAGA Amount to be paid to the LWDA and PAGA Employees, Net Settlement Amount to be paid to the Settlement Class Members, and Settlement Administration Costs to be paid to the Settlement Administrator. The Gross Settlement Amount may increase to the extent provided in Paragraph 42. The Gross Settlement Amount does not include Employer Taxes; Employer Taxes will be paid by Defendants, separately and in addition to the Gross Settlement Amount.

q. "Individual PAGA Payment(s)" means the *pro rata* share of the PAGA Employee Amount that a PAGA Employee may be eligible to receive for the PAGA Settlement, to be calculated in accordance with Paragraph 20(b).

r. "Individual Settlement Payment(s)" means the net payment of each Settlement Class Member's Individual Settlement Share, after reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 20(a).

s. "Individual Settlement Share" means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive for the Class Settlement, to be calculated in accordance with Paragraph 20(a).

t. "Litigation" means (1) *Eric Montano v. Projection Presentation Technology, Inc., et al.* in the Superior Court of California for the County of San Francisco, Case No. CGC-23-608843 (the "Class Action"), and (2) *Eric Montano v. Projection Presentation Technology, Inc., et al.* in the Superior Court of California for the County of San Francisco, Case No. CGC-23-608862 (the "PAGA Action"), and the Operative Complaint.

u. "LWDA Payment" means the amount of Fifty-Six Thousand Two Hundred and Fifty Dollars ($56,250.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the California Labor and Workforce Development Agency ("LWDA") for the PAGA Settlement, as set forth in Paragraph 19.

v. "Net Settlement Amount" means the Gross Settlement Amount less the Court-approved Enhancement Payments, Settlement Administration Costs, PAGA Amount, and Attorneys' Fees and Costs.

w. "Objection" means a Class Member's written objection to the Class Settlement, which must: (a) contain the case name and number of the Litigation; (b) contain the Class Member's full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) contain a written statement of all grounds for the objection accompanied by any legal and factual support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

x. "Operative Complaint" means the First Amended Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. filed in the Class Action after execution of this agreement.

y. "PAGA Amount" means the allocation of Seventy-Five Thousand Dollars ($75,000.00) from the Gross Settlement Amount as civil penalties pursuant to the Private Attorneys General Act, California Labor Code section 2698 *et seq*., for the settlement and resolution of the Released PAGA Claims. Seventy-five percent (75%) of the PAGA Amount, or $56,250.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%), or $18,750.00, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount).

z. "PAGA Employees" means all current and former non-exempt, hourly-paid employees who were employed by Defendants in California at any time during the PAGA Period.

aa. "PAGA Employee Amount" means the amount of Eighteen Thousand Seven Hundred and Fifty Dollars ($18,750.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on a *pro rata* basis based on their Workweeks during the PAGA Period.

bb. "PAGA Period" means the time period from June 29, 2022 through May 15, 2025, or, if applicable, the Alternate PAGA Period End Date or Alternate Class Period End Date pursuant to Paragraph 42.

cc. "PAGA Settlement" means the settlement and resolution of Released PAGA Claims.

dd. "Parties" means Plaintiffs and Defendants, collectively, and "Party" means any of the Plaintiffs or Defendants.

ee. “Preliminary Approval” means entry of the Court order granting preliminary approval of the Settlement Agreement.

ff. “Released Class Claims” means any and all claims that were asserted or could have been asserted against the Released Parties based on, arising out of, or relating to the facts or allegations set forth in any of the complaints filed in the Litigation, including, but not limited to the Operative Complaint.

gg. “Released PAGA Claims” means all claims for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.,* that were alleged in the Amended PAGA Notice and Operative Complaint in the Class Action or that reasonably could have been alleged based on the factual allegations in the Amended PAGA Notice and Operative Complaint in the Class action, arising during the PAGA Period, against any of the Released Parties, for violations of the California Labor Code, including, *inter alia*, sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5, and Industrial Wage Orders (“IWC”) including, *inter alia*, Wage Order 4-2001 and 12-200 for failure to pay all and overtime wages due; failure to provide compliant meal periods and associated premiums; failure to provide compliant rest periods and associated premiums; failure to pay all minimum wages due; failure to pay all wages timely during employment, failure to pay all wages timely at the time of termination; failure to provide complete, accurate, or properly formatted wage statements; failure to maintain requisite payroll records; and failure to reimburse business expenses.

hh. “Released Parties” means Defendants Projection Video Services, Inc. and Projection Presentation Technology, Inc. and all of their former and/or current parents, subsidiaries, and affiliated corporations, companies, divisions, and entities, and any other entities that could be considered to have jointly employed the Class Members or PAGA Members, and all of the aforementioned entities’ former and present owners, shareholders, officers, directors, agents, managers, executive-level employees, employees, independent contractors, representatives, attorneys, insurers, joint venturers, predecessors, successors and assigns.

ii. “Request for Exclusion” means a Class Member’s written letter indicating a request to be excluded from the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the Class Member's full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) contain a clear written statement indicating that the Class Member seeks exclusion from the Class Settlement; and (d) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

jj. "Response Deadline" means the deadline by which Class Members must submit a Request for Exclusion, Objection, and/or Workweeks Dispute, which shall be the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open; in the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended by fifteen (15) calendar days from the initial Response Deadline.

kk. "Settlement Administrator" means Phoenix Class Action Administration Solutions or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering this Settlement. The Parties and their counsel each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

ll. "Settlement Administration Costs" means the costs payable from the Gross Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this Settlement, as set forth in Paragraph 18.

mm. "Settlement Class Members" or "Settlement Class" means all Class Members who do not submit a timely and valid Request for Exclusion.

nn. "Workweeks" means the number of weeks each Class Member was employed by Defendants as a non-exempt, hourly paid employee in California during the Class Period, which will be calculated by Defendant and provided to the Settlement Administrator with the Class List.

oo. "Workweeks Dispute" means a Class Member's written letter disputing the pre-printed information on the Class Notice as to the number of Workweeks credited to them, which must: (a) contain the case name and number of the Litigation; (b) contain the Class Member's full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) clearly state that the Class Member disputes of the number of Workweeks credited to him or her and what he or she contends is the correct number to be credited to him or her; (d) attach any documentation that he or she has to support the dispute; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

CLASS CERTIFICATION

10. For purposes of this Agreement only and subject to the Court's approval, the Parties hereby stipulate that the Class may be conditionally certified for settlement purposes only. If the Court grants Preliminary Approval of this Settlement, Defendants will prepare a list identifying all Class Members and provide the names and contact information of the individuals to the Settlement Administrator within thirty (30) days from the date of Preliminary Approval of the Settlement.

11. The Parties further stipulate that the First Amended Complaint that Plaintiffs will file in the Class Action shall be considered the Operative Complaint for the purposes of this Settlement. The Parties further stipulate, for settlement purposes only, that the Court may conditionally certify the Class, as defined in this Agreement, as an opt-out class (the "Class Stipulation"). More specifically, the Parties agree as part of the Class Stipulation that, for settlement purposes only, the class certification requirements are satisfied, with the exception of any manageability requirements, which the Court need not address for purposes of the Settlement.

12. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under California Code of Civil Procedure section 382. The stipulation is in no way an admission that manageability or that certification requirements would be established by further discovery, and neither this Agreement, nor the class stipulation, nor any representative treatment of this Class Action will be admissible in this or any other action or proceeding as evidence that (i) the claims advanced in the Litigation, or any other class or representative action claims, should be certified or not decertified, (ii) a representative PAGA claim is proper or should be allowed to proceed, or (iii) Defendants or any of the Released Parties are liable to Plaintiffs, the Class Members or any other putative class, or the PAGA Members or any other representative action members.

13. For purposes of this Agreement and subject to the Court's approval, the Parties hereby stipulate to the appointment of Class Counsel as counsel for the Class Members and the effectuation of

the Settlement pursuant to this Agreement.

14. For purposes of this Agreement and subject to the Court's approval, the Parties hereby stipulate to the appointment of Plaintiffs as Class Representatives for the Class Members.

15. Should, for whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be appropriate as to any of the claims asserted by Plaintiffs against Defendants in a non-settlement context.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

13. Amendment of Complaint. To implement the terms of the Settlement, Parties have agreed that Plaintiffs will file a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Litigation, that will (i) include all of the claims and allegations in Plaintiff Montano's original complaint; (ii) add all claims and allegations that Class Counsel made in connection with the mediation of the Litigation, including but not limited to adding allegations for purported off the clock work, on duty and/or interrupted meal periods and rest breaks, including as a result of required walkie-talkie use, failure to separately itemize meal period mentalities paid on wage statements, failure to reimburse for business expenses, including for uniforms, tools, equipment and personal cellphone use; (iii) add causes of action on a class action basis for any and all allegations asserted in Montano's Original PAGA Notice filed with the LWDA on June 29, 2023, to the extent such class-wide claims are not already included in his original complaint, including claims under Labor Code section 203, 551, 552, and 558; (iv) add a cause of action under Labor Code section 2698 et seq. for all claims and allegations raised by Plaintiff Montano (a) on a class wide basis, (b) in Montano's Original PAGA Notice filed with the LWDA on June 29, 2023 and (c) in connection with the mediation of this action; and (v) add Douglas Lukins as a named Plaintiff. The Parties will enter into a separate stipulation seeking an order from the Court granting Plaintiff Montano leave to file the contemplated amended complaint and/or Plaintiff Montano will move the Court for leave to file the

contemplated amended complaint (and Defendants will not oppose this request).

16. Funding and Disbursement of the Gross Settlement Amount. Within fifteen (15) calendar days after the Effective Date, the Settlement Administrator will provide the Parties with an accounting estimate of the amounts to be paid by Defendants pursuant to the terms of the Settlement and establish a qualified settlement account for administration of the Settlement that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation § 468B-1. Within thirty (30) calendar days after the Effective Date, Defendants will make a one-time deposit of the Gross Settlement Amount into the settlement account to be established by the Settlement Administrator. Within seven (7) calendar days of the funding of the Gross Settlement Amount, the Settlement Administrator will issue payments due under the Settlement and approved by the Court, as follows: (a) Individual Settlement Payments to Settlement Class Members; (b) Individual PAGA Payments to PAGA Employees; (c) LWDA Payment to the LWDA; (d) Enhancement Payments to Plaintiffs; (e) Attorneys' Fees and Costs to Class Counsel; and (f) Settlement Administration Costs to itself (the Settlement Administrator). The Settlement Administrator will obtain funds from Defendants that are sufficient for the Employer Taxes that Defendants must fund separately and in addition to the Gross Settlement Amount. The Settlement Administrator will also undertake filings and remittances in connection with the employee's share of taxes on the wages portion of Individual Settlement Shares and the Employer Taxes, that are necessary for administration of the Settlement.

17. Attorneys' Fees and Costs. Class Counsel will request and Defendants will not oppose attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., up to $175,000.00, if the Gross Settlement Amount is $500,000.00) and reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Litigation, supported by declaration, in an amount not to exceed Thirty Thousand Dollars ($30,000.00), both of which will be paid from the Gross Settlement Amount subject to Court approval. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation and settlement of the Litigation, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by

those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. With respect to the Attorneys' Fees and Costs to Class Counsel, the Settlement Administrator may purchase an annuity to utilize United States Treasuries and bonds or utilize other attorney fee deferral vehicles for Class Counsel, and any additional expenses for doing so shall be paid separately by Class Counsel and shall not be included within the Settlement Administration Costs. Defendants and Defendants' Counsel shall not be liable for any expenses associated with the purchase or use of any attorney fee deferral vehicles for Class Counsel by the Settlement Administrator. Any portion of the requested Attorneys' Fees and Costs not awarded to Class Counsel shall be a part of the Net Settlement Amount for the benefit of Settlement Class Members.

18. Enhancement Payment. In recognition of their efforts and work in prosecuting the Litigation, Defendants agree not to oppose or impede any application or motion for Enhancement Payments to each Plaintiff in the amount of up to Seven Thousand Five Hundred Dollars ($7,500.00), for a total of Fifteen Thousand Dollars ($15,000.00). The Enhancement Payments, which will be paid from the Gross Settlement Amount subject to Court approval, will be in addition to any Individual Settlement Payment and Individual PAGA Payment (if applicable) that they are eligible to receive pursuant to the Settlement. The Settlement Administrator will issue an IRS Form 1099 to each Plaintiff for the Enhancement Payments, and Plaintiffs shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any and all taxes on the amounts received. Should the Court not approve the Enhancement Payments to Plaintiffs, or approve it in an amount that is less than that set forth above, Plaintiffs shall not have the right to revoke this Agreement, and it will remain binding, and the difference between the amount approved by the Court (if any) and the amount allocated toward the Enhancement Payments will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

19. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Seventeen Thousand Five Hundred Dollars and Zero Cents Dollars ($17,500.00). These costs, which will be paid from the Gross Settlement Amount subject to

Court approval, will include, *inter alia*, printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. To the extent actual Settlement Administration Costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator, to undertake the requirement settlement administration duties, will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

20. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of Seventy-Five Thousand Dollars ($75,000.00) from the Gross Settlement Amount will be allocated toward civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq*. (i.e., the PAGA Amount), of which seventy-five percent (75%), or $56,250.00, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or $18,750.00, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on Workweeks during the PAGA Period (i.e., the Individual PAGA Payment).

21. Settlement Class Members and PAGA Employees.

a. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks during the Class Period, as follows:

i. After Preliminary Approval of the Settlement, the Settlement Administrator will divide the estimated Net Settlement Amount by the Workweeks of all Class Members during the Class Period to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks during the Class Period by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share.

ii. After Final Approval of the Settlement, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members during the

Class Period to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks during the Class Period by the Final Workweek Value to yield his or her Individual Settlement Share.

b. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees' number of Workweeks during the PAGA Period as follows: The Settlement Administrator will divide the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the total number of Workweeks of all PAGA Employees during the PAGA Period to yield the "PAGA Workweek Value," and multiply each PAGA Employee's individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment.

c. Treatment of Individual Settlement Payments and Individual PAGA Payments. Each Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form-1099 by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form-1099 (if applicable) by the Settlement Administrator.

d. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiffs, Settlement Class Members, or PAGA Employees to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest or other compensation or benefit plan or agreement, collective bargaining agreement, or memorandum of understanding in place during the Class Period, including any union fringe benefits, nor will it entitle Plaintiffs, Settlement Class Members, or PAGA Employees to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. It is the intent of this Agreement that the Individual Settlement Payments and Individual PAGA Payments provided for in this Agreement are the sole payments to be made by Defendants to the Settlement Class Members and PAGA Employees in connection with this Agreement (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).

22. Notice of Proposed PAGA Settlement to LWDA. Pursuant to California Labor Code section 2699(l)(2), Class Counsel will submit a copy of this Settlement Agreement to the LWDA at the same time that it is submitted to the Court for preliminary approval.

23. Delivery of the Class List. Within thirty (30) calendar days of Preliminary Approval, Defendants will provide the Class List to the Settlement Administrator.

24. Notice by First-Class U.S. Mail.

a. Within fourteen (14) calendar days after receiving the Class List from Defendants, the Settlement Administrator will perform a search based on the United States Postal Service's National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice (in the form attached as **Exhibit C** to this Settlement Agreement) to all Class Members via U.S. mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. With respect to Class Notices that are returned as undeliverable on or before the Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-trace and re-mail the Class Notice within five (5) calendar days to an alternate address if one is located.

c. Dispute Regarding Workweeks. The Class Notice will include the procedure by which a Class Member may dispute the number of Workweeks allocated to him or her by submitting a timely and valid Workweeks Dispute. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendants' records and data as they pertain to the number of Workweeks to be credited to a disputing Class Member, Defendants' records will be presumed correct and determinative of the dispute. The Settlement Administrator will evaluate the information and/or documents submitted by the Class Member and the Settlement Administrator will resolve and determine the number of Workweeks that the disputing Class Member should be credited with under the Settlement. The Settlement Administrator's decision on such disputes will be final and non-appealable.

25. Settlement Checks.

a. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one check if the intended recipient for both payments is one individual.

b. The Settlement Administrator will issue checks for Individual Settlement Payments and Individual PAGA Payments and send them to Settlement Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date, not less than 180 days after the date of mailing, when the check will be voided. The Settlement Administrator will cancel checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

c. The Administrator must conduct a Class Member Address Search for all Settlement Class Members whose checks are retuned undelivered without USPS forwarding address. Within seven (7) 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 Settlement Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

d. The Settlement Administrator shall remit and report the applicable portions of the payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this Agreement. Defendants agree to reasonably cooperate with the Settlement Administrator to the extent necessary to determine the amount of the payroll tax payment required.

e. All funds remaining in connection with, and after the cancelation of checks issued to Settlement Class Members and PAGA Employees, shall be transmitted to the California State Controller's Unclaimed Property Fund in the name of the participating Class Member or PAGA Member.

f. The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the cancelation of any Individual Settlement Payment or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement Payment checks are canceled shall, nevertheless, be bound by this Settlement Agreement and the Final Approval Order and Judgment will have claim preclusive impact with respect to them and all Settlement Class Members with respect to the Class Settlement. The Final Approval Order and Judgment will have claim preclusive impact on the PAGA Employees with respect to the PAGA Settlement irrespective of whether their Individual PAGA Payment checks are canceled.

26. Procedures for Requesting Exclusion from the Class Settlement. Any Class Member wishing to be excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the Settlement Administrator, by mail, on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendants' Counsel, the number of timely and valid Requests for Exclusion that were submitted, and also identify the individuals who submitted them, in a declaration that is to be filed with the Court in advance of the Final Approval Hearing. Any Class Member who submits a timely and valid Request for Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will not be issued an Individual Settlement Payment. All PAGA Employees will be bound by the PAGA Settlement and will be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

27. Procedures for Objecting to the Class Settlement. Class Members who have not opted out of the Class Settlement (i.e., Settlement Class Members) may object to the Class Settlement. To object to the Class Settlement, Settlement Class Members must submit a timely and complete Objection to the Settlement Administrator, by mail, on or before the Response Deadline. The Objection must be

signed by the Settlement Class Member and contain all information required by Paragraph 9(w) of this Settlement Agreement. The postmark date will be deemed the exclusive means for determining that the Objection is timely. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to opt out, object to the Settlement Agreement, or appeal from the Final Approval Order and Judgment. Settlement Class Members may also present their objection orally at the Final Approval Hearing, irrespective of whether they submit a written Objection. The Settlement Administrator will certify jointly to Class Counsel and Defendants' Counsel the Objections that were timely submitted, and also attach them as exhibits to a declaration that is to be filed with the Court in advance of the Final Approval Hearing.

28. <u>Reports by the Settlement Administrator Regarding Settlement Administration</u>. The Settlement Administrator will provide Defendants' Counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members who have submitted Workweeks Disputes; (b) the number of Class Members who have submitted timely and valid Requests for Exclusion; (c) the number of Class Members who have submitted timely and complete Objections; (d) the number of undeliverable Class Notices; and (e) the number of re-mailed Class Notices. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested, and immediately notify the Parties when it receives a request from an individual or any other entity regarding inclusion in the Class and/or Settlement.

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

30. <u>Final Report by Settlement Administrator.</u> Within ten (10) days after the Administrator

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

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

32. Tax Liability. Plaintiffs, Class Counsel, Defendants, and Defendants' Counsel do not intend anything contained in this Settlement Agreement, the Class Notice, or any other communications to Class Members or PAGA Employees regarding the Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement, the Class Notice, or any other communication regarding the Settlement be relied on as such. Plaintiffs, Settlement Class Members, and PAGA Employees understand and agree that they will be solely responsible for correctly characterizing any compensation received by them under the Settlement on their personal income tax returns and paying any and all taxes due for any and all amounts paid to them under the Settlement.

33. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS

AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

34. No Prior Assignments. The Parties and their counsel represent, covenant, 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 herein released and discharged.

35. Releases of Claims.

a. Class Settlement Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims that arose or originated from September 5, 2019 to May 15, 2025, or, if applicable, the Alternate Class Period End Date, pursuant to Paragraph 42, that were asserted against Defendants, or could have been asserted against Defendants and/or the other Released Parties, based on, arising out of, or relating to the facts or allegations set forth, in any of the complaints in the Class Action, including, but not necessarily limited to, all claims alleged against Defendants in the Operative Complaint. Subject to the terms and conditions of this Agreement and upon Final Approval of this Agreement, all such claims and causes of action, damages, and other remedies (including, but not limited, to wages of any kind, premium compensation, bonuses, penalties, statutory penalties, civil penalties, waiting time penalties, damages, liquidated damages, statutory damages, restitution, disgorgement, reimbursement, interest, attorney fees, litigation costs, injunctive relief, declaratory relief, or any other equitable, monetary, or legal relief of any kind or nature whatsoever) allegedly due and owing to Settlement Class Members by virtue of or related to any of the claims, facts or allegations pled in the Operative Complaint are deemed to be fully and finally resolved and are to be dismissed, with prejudice, as part of the entry of Judgment as to each and every Settlement Class Member.

b. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to PAGA Employees, and PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims for civil penalties under the PAGA that arose or originated from June 28, 2022 to May 15, 2025, or, if applicable, the Alternative PAGA Period End Date, pursuant to Paragraph 42, that were asserted against Defendants, or could have been asserted against Defendants and/or the other Released Parties in the Amended PAGA Notice and Operative Complaint for violations of the California Labor Code, including, *inter alia*, sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5, and Industrial Wage Orders ("IWC") including, *inter alia*, Wage Order 4-2001 and 12-200 for failure to pay all and overtime wages due; failure to provide compliant meal periods and associated premiums; failure to provide compliant rest periods and associated premiums; failure to pay all minimum wages due; failure to pay all wages timely during employment, failure to pay all wages timely at the time of termination; failure to provide complete, accurate, or properly formatted wage statements; failure to maintain requisite payroll records; and failure to reimburse business expenses.

c. General Release of Claims by Plaintiffs. In addition to the above releases of claims, upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs will be deemed to have fully released and discharged the Released Parties of and from all claims arising from their employment with Defendants, separation of employment from Defendants, and any acts that have or could have been asserted in any legal action or proceeding against Defendants, whether known or unknown, arising under any federal, state, or local law, or statute, including, *inter alia*, those arising under the California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act, California Corporations Code, California Business and Professions Code, California Fair Employment and Housing Act, California Constitution (all as amended), and law of contract and tort, as well as for discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other employment compensation, emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and costs, arising on or before the date of execution of the Settlement Agreement.

i. <u>California Civil Code Section 1542.</u> With respect to those claims released by Plaintiffs in an individual capacity, Plaintiffs acknowledge and waive any and all rights and benefits available under California Civil Code section 1542, which provides:

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

Plaintiffs understand and agree that claims or facts in addition to or different from those which are now known or believed by Plaintiffs to exist may hereafter be discovered. It is Plaintiffs' intention to settle fully and release all claims Plaintiffs now have against the Released Parties, whether known or unknown, suspected or unsuspected, upon the Effective Date and full funding of the Gross Settlement Amount. Notwithstanding the above, this general release by Plaintiffs shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

Plaintiffs agree that, to the extent permitted by law, if a claim is prosecuted in their name against Defendants or any of the other Released Parties before any court, arbitrator, or administrative agency, they waive and agree not to take any award of money or other damages from such proceeding.

36. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement. Upon execution of this Settlement Agreement, Plaintiffs shall promptly obtain a hearing date for Plaintiffs' motion for preliminary approval of the Settlement, and submit this Settlement Agreement to the Court in support of said motion. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining preliminary approval at least three (3) days in advance of the motion being filed, including, but not limited to: (i) a draft of the notice and memorandum in support of the Motion for Preliminary Approval, and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; and (iii) a draft proposed Class Notice. Defendants agree not to oppose the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. Said motion shall apply to the Court for the entry of an order ("Preliminary Approval Order"), which shall be mutually agreed upon by the Parties, seeking the following:

a. Conditionally certifying the Class for settlement purposes only;

b. Granting Preliminary Approval of the Settlement;

c. Preliminarily appointing Plaintiffs as representatives of the Class;

d. Preliminarily appointing Class Counsel as counsel for the Class;

e. Approving, as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing to the Class by U.S. Mail;

f. Approving the manner and method for Class Members to request exclusion from or object to the Class Settlement as contained herein and within the Class Notice; and

g. Scheduling a Final Approval Hearing at which the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate.

37. Duty to Cooperate. The Parties must agree upon all language in the preliminary approval

motion papers, including, but not limited to, the language used in the Class Notice, memorandum of points and authorities in support of the motion, and the Order Granting Preliminary Approval, etc. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring to try and resolve the disagreement in good faith. If the Parties are unable to resolve their disagreement, the dispute will first be referred to the mediator, Katherine Edwards. In the event the Parties are unable to resolve their disagreement with Ms. Edwards, the dispute will be submitted to the Court for resolution. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring in good faith to attempt to modify the Agreement and otherwise satisfy the Court's concerns; provided, however, that any change agreed upon must be mutually acceptable to both Parties. Put another way, if the Court conditions Preliminary Approval upon a material change to the Settlement, then the Parties will each have the right to render this Agreement null and void. The Court's decision to award less than the amounts requested for the Enhancement Payments, Attorneys' Fees and Costs, and/or Settlement Administration Costs shall not constitute a material modification to the Agreement within the meaning of this section.

38. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, and with the Court's permission, a hearing will be conducted on Plaintiffs' motion for final approval of the Settlement (i.e., the Final Approval Hearing), to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for Individual Settlement Payments, Individual PAGA Payments, LWDA Payment, Attorneys' Fees and Costs, Enhancement Payments, and Settlement Administration Costs. Class Counsel shall deliver (i) a draft of the notice and memorandum in support of the Motion for Final Approval; (ii) a draft proposed Order Granting Final Approval and Approval of PAGA Settlement Defense Counsel at least three (3) days in advance the motion being filed. The Parties must agree upon all language to be used in any of the motion papers, including, but not limited to, the language of the Order Granting Final Approval and Entry of Judgment, etc. If the Parties disagree on any aspect of the proposed Motion for Final Approval

and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring to try and resolve the disagreement in good faith. If the Parties are unable to resolve their disagreement, the dispute will first be referred to the mediator, Katherine Edwards. In the event the Parties are unable to resolve their disagreement with Ms. Edwards, the dispute will be submitted to the Court for resolution. By way of the final approval motion, Plaintiffs will apply for the entry of the mutually-agreed-upon proposed order and judgment ("Final Approval Order and Judgment"), which will provide for, in substantial part, the following:

a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;

b. Certification of the Settlement Class;

c. Appointment of Plaintiffs as representatives of the Settlement Class;

d. Appointment of Class Counsel as counsel for the Settlement Class;

e. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

f. Approval of the application for Enhancement Payment to Plaintiffs;

g. Directing Defendants to fund all amounts due under the Settlement Agreement and ordered by the Court; and

h. Entering judgment in this Action, while maintaining continuing jurisdiction to implement the Settlement, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

39. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members and/or PAGA Members), 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; provided, however, that any change agreed upon must be mutually acceptable to both Parties. Put another way, if the Court conditions Final Approval upon a material change to the Settlement, then the Parties will each have the right to render this Agreement null and void. The Court's decision to award less than the amounts requested for the Enhancement Payments,

Attorneys' Fees and Costs, and/or Settlement Administration Costs shall not constitute a material modification to the Agreement within the meaning of this section.

40. Effects of Termination of the Settlement. In the event that the Settlement Agreement is not approved by the Court, such a development shall have the following effects:

a. The Settlement Agreement and all negotiations, statements, and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Actions prior to the execution of the Settlement Agreement;

b. Neither this Settlement Agreement, nor any ancillary documents, actions, statements, or filings in furtherance of the Settlement (including all matters associated with the mediation) shall be offered into evidence in the Actions or any other action for any purpose whatsoever; and

c. Any documents generated to bring the Settlement into effect, will be null and void, and any order entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

41. Notice of Settlement to State Officials. Class Counsel shall timely and promptly serve any and all documents required to be provided in connection with a PAGA claim on the appropriate agent, division, or department of the State of California. Among other things, this means that at the same time Class Counsel files the Motion for Preliminary Approval (i.e., on that date or before), Class Counsel shall notify the LWDA of the Settlement.

42. Escalator Clause. Defendants represent that, during the period from September 5, 2019 through September 20, 2024, there are 11,160 Workweeks for the Class Members. If it is determined that the total number of Workweeks exceed 11,160 by more than ten percent (10%) (i.e., exceeds 12,276) during the Class Period, at Defendants' option either: (a) the Gross Settlement Amount will be increased on a *pro rata* basis equal to the percentage increase in the number of Workweeks above 12,276 Workweeks (e.g., if the threshold of 12,276 Workweeks is exceeded by 1%, the Gross Settlement Amount will increase by 1%), or, (b) the Class Period will end as of the date the ten precent (10%) threshold was reached (i.e., the date on which the Workweeks total reached 12,276) and such date shall be referred to as the "Alternate Class Period End Date."

Further, Defendants represent that, during the period from June 29, 2022 through September 20, 2024, there are 5,023 Pay Periods for the PAGA Employees. If it is determined that the total number of Pay Periods exceed 5,023 by more than ten percent (10%) (i.e., exceeds 5,525) during the PAGA Period, at Defendants' option either: (a) the Gross Settlement Amount will be increased on a *pro rata* basis equal to the percentage increase in the number of Pay Periods above 5,525 Pay Periods (e.g., if the threshold of 5,525 Workweeks is exceeded by 1%, the Gross Settlement Amount will increase by 1%), or, (b) the Class Period will end as of the date the ten precent (10%) threshold was reached (i.e., the date on which the Pay Periods total reached 5,525) and such date shall be referred to as the "Alternate PAGA Period End Date."

In the event that Defendants choose to end the Class Period on the Alternative Class Period End Date, then, the PAGA Period will also end on the Alternate Class Period End Date. Likewise, if Defendants chose to end the PAGA Period on the Alternative PAGA Period End Date, then, the Class Period will also end on the Alternate PAGA Period End Date.

43. Defendants' Right to Rescind. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendants may, at their election, rescind the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement. Defendants must notify Class Counsel and the Court of their election to withdraw not later than fourteen (14) days after the Administrator sends the final Exclusion List to Defense Counsel.

44. Nullification. If (a) Defendants rescind the Settlement pursuant to Paragraph 43 of this Agreement, or (b) the Court, for any reason, declines to approve this Agreement in the form agreed to by the Parties and the change is deemed by either Party to be material, either in connection with the Motion for Preliminary Approval or Motion for Final Approval, or (c) the Court, for any reason, fails to enter a judgment and dismissal with prejudice of the Actions (including, but not limited to, all of the claims in the Operative Complaint), then the Agreement, Settlement, and conditional class certification will automatically become null and void (other than the provisions in this Agreement relating to confidentiality and the use and return of data shared in connection with the Settlement) without any act or deed by any Party. Additionally, the Agreement (and of any act performed or document executed

pursuant to or in furtherance of the Agreement), the fact that the Parties stipulated to a Class for settlement purposes, and the fact that the Court granted certification of the Class for settlement purposes, will be inadmissible evidence in any subsequent proceeding in the Actions or elsewhere. Put another way, neither the Settlement, class certification, nor any of the related negotiations or proceedings, shall be of any force or effect, and all Parties to the Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court. Notwithstanding the foregoing, the Parties may attempt in good faith to cure any perceived defects in the Agreement to facilitate approval should they choose to do so. The Court's decision to award less than the amounts requested for the Enhancement Payments, Attorneys' Fees and Costs, and/or Settlement Administration Costs shall not constitute a material modification to the Agreement within the meaning of this section.

a. In the event the Court declines to approve this Agreement in the form agreed to by the Parties, the Parties will be equally responsible for all charges incurred by the Settlement Administrator as of the time the Settlement is rejected. This section shall not apply if Defendants exercise their right to rescind pursuant to Paragraph 43 of this Agreement.

b. In the event Defendants exercise their right to rescind pursuant to Paragraph 43 of this Agreement, Defendants will be responsible for all reasonable charges incurred by the Settlement Administrator up to the time the right to rescind is exercised.

45. <u>Continuing Jurisdiction</u>. After entry of judgment pursuant to the Settlement, the Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement and/or the judgment, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

46. <u>Waiver of Right to Appeal.</u> Provided the order granting final approval and entry of judgment is consistent with the terms and conditions of this Agreement, 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 Judgment becomes Final.

47. Timely Appeal from the Judgment. In the event of a timely appeal from the judgment, the judgment shall be stayed, and the Gross Settlement Amount shall not become due or be distributed to Settlement Class Members, PAGA Employees, Plaintiffs, or Class Counsel, and the actions required by this Agreement shall not take place until all appeal rights have been exhausted by operation of law.

48. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If a reviewing court vacates, reverses, or materially modifies the judgment (including, but not limited to, the scope of release to be granted by Settlement Class Members and/or PAGA Employees), and the reviewing court's material modifications are not completely reversed upon review by a higher court, then the Parties will each have the right to render this Agreement null and void. A decision to vacate, reverse, or modify the Court's award of the Enhancement Payments, any payments to Class Counsel, and/or Settlement Administration Costs shall not constitute a material modification of the Judgment within the scope of this section (meaning that such a decision shall not be a basis to void the Agreement).

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

50. Use and Return of Data. Information provided to Class Counsel in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing agreement, statute, or rule of court. Not later than twenty (20) days after the Court discharges the Settlement Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of any data received from Defendants unless, prior to the Court's discharge of the Settlement Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destruction, of data. To the extent permitted by law, all agreements made, and orders entered during the Actions and in this Agreement

relating to the confidentiality of information shall survive the execution of this Agreement.

51. Confidentiality of Agreement. Plaintiffs, Class Counsel, Defendants, and Defense Counsel separately agree that, other than necessary disclosures made to the Court and LWDA, they and each of them will not disclose, disseminate and/or publicize (e.g., to media, press, and/or on any website), 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: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to the extent necessary to report income to appropriate taxing authorities; (3) in response to a court order or subpoena; (4) to enforce the terms of this Agreement (including, but not limited to, enforcing release portions of this Agreement against any Participating Class Member and/or PAGA Member); or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants, 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. This section does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

52. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code section 1625 and California Code of Civil Procedure section 1856(a), and any other provisions of state or federal law, which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or contradict the terms of this Settlement Agreement. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal

counsel, are merged herein.

53. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the Actions (including, and not limited to, the deadline to bring the Actions to trial under California Code of Civil Procedure section 583.310), except such proceedings necessary to implement and complete the Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

54. Amendment and Waiver. The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by written agreement signed by counsel for the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

55. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under state or federal law.

56. Signatories. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each Class Member execute this Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the Class Settlement as to the Settlement Class Members, and the release shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.

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

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

59. Execution and Counterparts. This Settlement Agreement is subject only to the execution

of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned copies of the signature page, will be deemed to be one and the same instrument.

60. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Litigation, Released Class Claims, and Released PAGA Claims, and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to obtain Court approval of the Settlement, the Mediator may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

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

62. Cooperation. By signing this Settlement Agreement, the Parties are hereby bound by the terms herein and agree to fully cooperate to implement the Settlement.

63. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement Agreement, Defendants do not admit, and specifically deny, that they have violated any state, federal, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendants of any such violations or failures to comply with

any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with state, federal, local, or other applicable law.

64. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

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

66. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full by the Parties with the assistance of their respective counsel.

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

68. Notices. All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set for below, or such other addresses as either Party may designate in writing from time to time:

To Plaintiffs and Class Counsel:

Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Melissa LeBlanc-Mansell, Esq.
LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

Zack Domb, Esq.
Devin Rauchwerger, Esq.
DOMB & RAUCHWERGER LLP
1055 E. Colorado Blvd., Fifth Floor
Pasadena, CA 91106

To Defendants:

Allison Callaghan, Esq.
NOSSAMAN LLP
621 Capitol Mall, Suite 2500
Sacramento, California 95814

69. Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for sixty (60) calendar days, and this shall satisfy California Rules of Court 3.771(b). No individualized notice of the Final Approval Order and Judgment to the Class will be required.

70. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint

Stipulation of Class and PAGA Settlement and Release between Plaintiffs and Defendants:

IT IS SO AGREED.

PLAINTIFF ERIC MONTANO

Dated: 10 / 01 / 2025, 2025

Eric Montano

Eric Montano, Plaintiff

PLAINTIFF ERIC DOUGLAS LUKINS

Dated: ____________________, 2025

____

Douglas Lukins, Plaintiff

DEFENDANT PROJECTION PRESENTATION TECHNOLOGY, INC.

Dated: ____________________, 2025

By: ____________________________________

Mark Nasser, Chief Financial Officer

PROJECTION VIDEO SERVICES, INC.

Dated: ____________________, 2025

By: ____________________________________

Mark Nasser, Chief Financial Officer

APPROVED AS TO FORM:

LAWYERS *for* JUSTICE, PC

Dated: ____________________, 2025

____

Arby Aiwazian
Joanna Ghosh
Melissa LeBlanc-Mansell
Attorneys for Plaintiffs and Proposed Class Counsel

NOSSAMAN LLP

Stipulation of Class and PAGA Settlement and Release between Plaintiffs and Defendants:

IT IS SO AGREED.

PLAINTIFF ERIC MONTANO

Dated: ____________________, 2025

____
Eric Montano, Plaintiff

PLAINTIFF DOUGLAS LUKINS

Dated: 10 / 09 / 2025, 2025

____
Douglas Lukins, Plaintiff

DEFENDANT PROJECTION PRESENTATION TECHNOLOGY, INC.

Dated: 10/30/, 2025

By: ______________________________
Mark Nasser, Chief Financial Officer

DEFENDANT PROJECTION VIDEO SERVICES, INC.

Dated: 10/30/, 2025

By: ______________________________
Mark Nasser, Chief Financial Officer

APPROVED AS TO FORM:

LAWYERS *for* JUSTICE, PC

Dated: October 20, 2025

____
Arby Aiwazian
Joanna Ghosh
Melissa LeBlanc-Mansell
Attorneys for Plaintiffs and Proposed Class Counsel

DOMB & RAUCHWERGER LLP

Dated: October 17, 2025

Zack Domb
Devin Rauchwerger
Attorneys for Plaintiffs and Proposed Class Counsel

NOSSAMAN LLP

Dated: November 4, 2025

By: ______________________
Allison C. Callaghan

Attorneys for Defendants PROJECTION PRESENTATION TECHNOLOGY, INC. and PROJECTION VIDEO SERVICES, INC.