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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

VICTOR ENRIQUEZ, individually, and
on behalf of other members of the general
public similarly situated;

Plaintiff,

vs.

GLOBAL EXPERIENCE SPECIALISTS,
INC., a Nevada corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 23STCV21231

Honorable Elihu M. Berle
Department 6

CLASS ACTION

**DECLARATION OF SELENA
MATAVOSIAN IN SUPPORT OF
PLAINTIFF’S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

[Plaintiff’s Motion for Preliminary
Approval of Class Action and PAGA
Settlement; Declaration of Proposed Class
Representative (Victor Enriquez); and
[Proposed] Order filed concurrently
herewith]

Date: June 9, 2026
Time: 9:00 a.m.
Department: 6

Complaint Filed: September 1, 2023
Trial Date: None Set

DECLARATION OF SELENA MATAVOSIAN

I, Selena Matavosian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Victor Enriquez (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

PROCEDURAL HISTORY

2. On June 28, 2023, Plaintiff provided written notice by certified mail to the California Labor and Workforce Development Agency (“LWDA”) and Defendant Global Experience Specialists, Inc. (“Defendant”) of the specific provisions of the California Labor Code that were alleged to be violated, including the facts and theories to support the alleged violations (the “PAGA Notice”). Aside from confirmation of receipt of the PAGA Notice, the LWDA did not respond to the PAGA Notice. Marked and attached hereto as “**EXHIBIT 1**” is a true and correct copy of Plaintiff’s PAGA Notice.

3. On September 1, 2023, Plaintiff commenced the above-caption lawsuit by filing the Class Action Complaint for Damages (“Class Complaint”) in the Superior Court for the County of Los Angeles, Case No. 23STCV21231 (the “Action”).

4. On September 1, 2023, Plaintiff filed a separate Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Superior Court for the County of Los Angeles, Case No. 23STCV21241 (the “PAGA Action”).

5. On November 29, 2023, Plaintiff filed a Request for Dismissal of the PAGA Action without prejudice. On December 1, 2023, the Court entered an Order, thereby dismissing the PAGA Action without prejudice.

6. On December 1, 2023, Plaintiff filed a Request for Dismissal in the Action, thereby seeking to dismiss all class action causes of action except the Tenth cause of action for violations under the California Business & Professions Code §§ 17200, *et seq.* On December 1, 2023, the Court entered an Order, thereby granting dismissal of the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth class action causes of action pled in the Class Complaint without

1 prejudice.

2 7. On December 18, 2023, Defendant filed its Answer to Plaintiff's Class Complaint.

3 8. On April 22, 2026, pursuant to the terms of the Settlement, the Parties filed a
4 Stipulation and [Proposed] Order Granting Plaintiff Leave to File First Amended Complaint
5 ("Stipulation") in the Action, thereby seeking leave to file the [First Amended Class Action
6 Complaint for Damages & Enforcement Under the Private Attorneys General Act, California
7 Labor Code § 2698, *Et Seq.*] ("Operative Complaint"), which, *inter alia*, adds all class and PAGA
8 claims and causes of action negotiated during mediation and falling within the definition of
9 "Released Class Claims" and "Released PAGA Claims," including specifically all claims and
10 causes of action asserted in the PAGA Notice.

11 9. On April 27, 2026, the Court entered an Order, thereby granting Plaintiff leave to
12 file the Operative Complaint. On April 28, 2026, Plaintiff filed the Operative Complaint.

13 THE PROPOSED SETTLEMENT

14 10. Marked and attached hereto as "**EXHIBIT 2**" is a true and correct fully-executed
15 copy of the Class Action and PAGA Settlement Agreement ("Settlement," "Agreement," or
16 "Settlement Agreement") entered into by and between Plaintiff, individually and on behalf of all
17 others similarly situated and other aggrieved employees, on the one hand, and Defendant, on the
18 other hand (together, the "Parties"). The Parties and their counsel have approved the proposed
19 Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval
20 ("Class Notice"), which is attached to the Settlement Agreement as "**Exhibit A**" and respectfully
21 request that the Court approve it as well.

22 11. The Settlement provides for a Gross Settlement Amount of \$795,000.00 to be paid
23 in a single payment on a non-reversionary basis. The Net Settlement Amount is the Gross
24 Settlement Amount less the following amounts, subject to approval by the Court: Class Counsel
25 Fees Payment of up to thirty-five percent of the Gross Settlement Amount (i.e., \$278,250.00 if the
26 Gross Settlement Amount remains \$795,000.00) and Class Counsel Litigation Expenses Payment
27 not to exceed \$25,000.00 to Class Counsel, Class Representative Service Payment to Plaintiff of
28 \$10,000.00, Administration Expenses Payment to the Administrator not to exceed \$28,000.00, and

1 the PAGA Penalties of \$80,000.00. Assuming that the amounts allocated under the Settlement
2 toward these payments are awarded by the Court, the Net Settlement Amount that will be available
3 for distribution to Participating Class Member is currently \$373,750.00. Additionally, twenty-five
4 percent (25%) of the PAGA Penalties, which is \$20,000.00 out of \$80,000.00, will be distributed
5 to the Aggrieved Employees for their respective portion of the Individual PAGA Payments. The
6 Gross Settlement Amount will be fully distributed in accordance with the terms of the Settlement
7 and there is no reversion to Defendant.

8 12. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
9 in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$278,250.00,
10 if the Gross Settlement Amount remains \$795,000.00) and expenses and costs of not more than
11 \$25,000.00, which will be paid out of the Gross Settlement Amount, subject to approval by the
12 Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation and
13 will not receive any compensation until recovery is obtained. A description of the qualifications
14 of Class Counsel, the work performed by Class Counsel, and the results achieved by Class Counsel
15 in this matter can be found in paragraphs 19 through 25, *infra*.

16 13. The Settlement Agreement provides for payment of up to \$10,000.00 to Plaintiff as
17 a Class Representative Service Payment, to be paid out of the Gross Settlement Amount subject
18 to approval by the Court. Plaintiff spent considerable time and effort to produce relevant
19 documents and past employment records and to provide the facts and evidence necessary to
20 attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed him and
21 actively tried to obtain information that would benefit the Class. Accordingly, it is appropriate and
22 just for Plaintiff to receive a Class Representative Service Payment, in addition to his individual
23 class payment, for his services on behalf of the Class, Aggrieved Employees, and the State of
24 California.

25 14. The Parties have agreed to retain ILYM Group, Inc. ("Administrator") to handle the
26 notice and settlement administration process. The Parties respectfully request that the Court
27 appoint ILYM Group, Inc. to handle these procedures and serve as the Administrator. Defendant
28 will provide the Administrator with the Class Data, and the Administrator will calculate each Class

1 Member's estimated *pro rata* share of the Net Settlement Amount ("Individual Class Share") and
2 each Aggrieved Employee's estimated *pro rata* share of the twenty-five percent (25%) share of
3 the PAGA Penalties ("Individual PAGA Payment"). The Administrator will be responsible for
4 printing, distributing, and tracking Class Notices and other documents for the Settlement,
5 calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS
6 Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary
7 reports and declarations, transmitting funds representing uncashed checks after the void date to
8 the California Controller's Unclaimed Property Fund in the name of the Participating Class
9 Member and/or Aggrieved Employee to whom the checks were issued, and other duties and
10 responsibilities set forth to process the Settlement, and as requested by the Parties. The
11 Administration Expenses Payment is currently estimated not to exceed \$28,000.00 and will be
12 paid out of the Gross Settlement Amount, subject to approval of the Court.

13 15. Under the Settlement Agreement, Defendant is responsible for any employer-side
14 tax obligations associated with the Gross Settlement Amount and will deposit that amount into the
15 settlement fund in addition to the Gross Settlement Amount. Each Participating Class Member's
16 Individual Class Share will be allocated twenty percent (20%) to taxable wages ("Wage Portion")
17 and eighty percent (80%) to interest, penalties, and non-wage damages ("Non-Wage Portion").
18 The Administrator will withhold the employee's share of taxes and withholdings with respect to
19 the Wage Portion of the Individual Class Shares.

20 **CONDITIONAL CERTIFICATION OF THE PROPOSED CLASS IS APPROPRIATE**

21 16. **Ascertainability:** The proposed Class is defined as all current and former non-
22 exempt employees who performed work for Defendant in California at any time during the Class
23 Period, which is the time period from September 1, 2019 through September 30, 2025, or if
24 applicable, the Alternate End Date pursuant to Paragraph 9 of the Settlement Agreement.

25 17. **Numerosity:** Based on data provided by Defendant, the Class is estimated to be
26 approximately 4,401 individuals who worked an estimated total of 58,427 Workweeks.

27 18. **Commonality:** Based on investigation and information discovered, Class Counsel
28 believes that there is sufficient evidence to support the allegations made in the lawsuits, including

1 the allegations that Defendant, with respect to Plaintiff, Class Members, and Aggrieved
2 Employees, *inter alia*, failed to properly pay overtime and minimum wages and associated
3 premium pay, failed to provide compliant meal and rest periods and to pay associated premium
4 pay, failed to timely pay wages during employment and upon termination of employment, failed
5 to provide compliant wage statements, failed to maintain requisite payroll records, failed to pay
6 reporting time pay, and failed to reimburse necessary business expenses, and thereby engaged in
7 unfair business practices in violation of California Business and Professions Code section 17200,
8 *et seq.*, and conduct giving rise to civil penalties recoverable under the Private Attorneys General
9 Act of 2004 (California Labor Code sections 2698, *et seq.*). Plaintiff also asserted that Class
10 Members were expected to perform similar job duties and were subject to the same or similar
11 operations and employment policies, practices, and procedures. Additionally, Plaintiff asserted
12 that Defendant's recordkeeping practices with respect to Plaintiff, Class Members, and Aggrieved
13 Employees were substantially the same during the time period at issue. As a result of said alleged
14 uniform practices, Plaintiff claims that the Class Members were not paid all of the compensation
15 that were owed to them by Defendant. Thus, in Class Counsel's view, it is clear that the outcome
16 of this litigation would be determined by Defendant's uniform operations and employment
17 practices, policies, and procedures that Plaintiff alleges applied across its non-exempt employees
18 in California during the relevant time period.

19 19. **Adequacy and Typicality:** Plaintiff undertook the responsibilities of representing
20 a class action against his former employer. Plaintiff spent considerable time and effort to produce
21 relevant documents and past employment records and to provide the facts and evidence necessary
22 to attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed him
23 and actively tried to obtain information that would benefit the Class. Plaintiff has no interests that
24 are adverse to the Class. Plaintiff was employed by Defendant during the Class Period and subject
25 to the same alleged violations and the same policies, practices, and procedures. Plaintiff took on
26 the challenge and risk of commencing and maintaining the actions, and he has not yet received
27 any monetary benefit for his service to date. Plaintiff put his own interests aside and brought a
28 publicly filed lawsuit against an employer not just for his own benefit, but, instead, on behalf of

1 other non-exempt employees and the State of California.

2 **EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC**

3 20. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the
4 prosecution of consumer and employment class actions, involving wage-and-hour claims, race
5 discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC
6 is the attorney of record in well over a dozen employment-related putative class actions in both
7 state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of
8 attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act
9 (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases
10 involving the executive, administrative, and other overtime exemptions to the State of California
11 and federal overtime compensation requirements. During a relatively short time, in association
12 with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of
13 thousands of individuals in California.

14 21. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers for Justice,
15 PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and
16 earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has
17 extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute
18 Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has
19 previously served as a pro bono mediator for the Los Angeles County Superior Court. In October
20 of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During
21 the summer of 2000, he studied Legal Writing at Harvard University. From approximately
22 September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable
23 Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From
24 approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the
25 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
26 In December of 2004, he obtained a license to practice law from the California State Bar. Since
27 in or around October of 2008, through his work at Lawyers for Justice, PC, he has almost
28 exclusively focused on the prosecution of consumer and employment class actions, involving

1 wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. While
2 employed by Lawyers for Justice PC, he has argued over one hundred (100) motions, taken or
3 defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for
4 deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with
5 other attorneys at the firm, and in many cases in conjunction with co-counsel, he has successfully
6 litigated cases involving the executive, administrative, and other overtime exemptions to the State
7 of California and federal overtime compensation requirements. Under his supervision, Lawyers
8 for Justice, PC has successfully obtained class certification by contested motion practice in
9 approximately sixteen (16) cases in the last decade, and litigated over 1,000 class action or
10 representative action cases.

11 22. Arby Aiwarzian is a Member and Shareholder of Lawyers for Justice, PC. He
12 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
13 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
14 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
15 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
16 From approximately August 2008 to approximately December 2008, he served as a Judicial Extern
17 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
18 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
19 of the State of California and all United States District Courts in the State of California. He has
20 worked on many wage-and-hour class action and representative action cases, taking the lead in
21 taking and defending depositions, arguing motions, and attending mediations. He has played an
22 integral role in preparing matters for class certification, including and not limited to, successful
23 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
24 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
25 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
26 RG13680477). Under his supervision, dozens of class action or representative action cases have
27 resulted in settlements that have been granted court approval. He has handled over one hundred
28 and fifty (150) mediations and has worked on over two hundred and fifty (250) class action or

1 representative action cases which have resulted in settlement.

2 23. Joanna Ghosh is a Managing Member of Lawyers for Justice, PC. She received a
3 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
4 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
5 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
6 and in New York (since 2013) and she is also admitted to practice in all U.S. District Courts in
7 California, U.S. Ninth Circuit Court of Appeals, the U.S. Bankruptcy Court for the Central District
8 of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and
9 successfully handled motion practice in class action cases regarding discovery (including and not
10 limited to, regarding class contact information), class certification (both contested class
11 certification and stipulated class certification), arbitration agreements, coordination, and
12 intervention. She has successfully handled briefing and oral arguments on appeal, and obtained
13 notable decisions regarding, Private Attorneys General Act claims and employer efforts to compel
14 arbitration of such claims, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal. Ct. App.,
15 Mar. 7, 2017) 9 Cal.App.5th 439, cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11,
16 2017) and *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. She has significant experience with
17 class actions, including and not limited to working on cases to obtain class certification through
18 contested motion practice and working on cases in the post-certification stage (e.g., post-
19 certification discovery, appeal, statistical sampling and pilot study, and trial preparation in
20 conjunction with co-counsel in a case involving a certified class consisting of approximately 2,600
21 individuals). She has extensive experience with class action and/or representative action
22 settlements, and has handled this process in over five hundred (500) cases. Under her, Edwin
23 Aiwasian, and Arby Aiwasian's supervision, Lawyers for Justice, PC has handled the class
24 certification and court approval process for hundreds of class action and/or representative action
25 matters that have successfully resolved. Joanna Ghosh is a member of the California Employment
26 Lawyers Association and, on several occasions, has been a speaker regarding topics in wage and
27 hour law at the organization's continuing legal education events.

28 24. Yasmin Hosseini is a Member of Lawyers for Justice, PC. She received her Bachelor

1 of Arts degree from University of California, Santa Barbara in 2013 and earned her Juris Doctor
2 degree from Pepperdine University School of Law in 2017. She was admitted to practice law in
3 California in 2019. She is admitted to practice before all courts of the State of California and all
4 federal district courts in the State of California. She has worked on many wage and hour class
5 action and PAGA representative matters, and her work has included, *inter alia*, researching and
6 drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing
7 stipulations and settlement agreements, engaging in motion practice, claims evaluation and
8 analysis, and making court appearances. Prior to working at Lawyers for Justice, PC, she
9 represented filmmakers and talent, negotiating and structuring various types of agreements on their
10 behalf. She is a member of the California Employment Lawyers Association, Beverly Hills Bar
11 Association, and Iranian American Bar Association.

12 25. I am a Member of Lawyers for Justice, PC. I received my Bachelor of Science
13 degree from California State University, Northridge in 2019, and was the recipient of the Wildman
14 Schumacher Scholarship. I earned a Juris Doctor degree from Southwestern Law School in 2022,
15 and I was the recipient of the Witkin Award for Academic Excellence. I was admitted to practice
16 law in California in 2022. I am admitted to practice before all courts of the State of California and
17 all U.S. Federal District Courts in the State of California. I have worked on many wage-and-hour
18 class action and PAGA representative cases, and my work on these cases has included, *inter alia*,
19 researching and drafting pleadings and motion-related papers, administrative notice exhaustion,
20 drafting, negotiating, and finalizing stipulations and settlement agreements, performing claims
21 evaluation and analysis, and making court appearances.

22 **THE SETTLEMENT AND SUMMARY OF WORK PERFORMED**

23 26. The effectiveness of Lawyers for Justice, PC (“Class Counsel”) in prosecuting this
24 matter has translated into tangible monetary benefits in the following respects: (1) Class Members,
25 Aggrieved Employees, and the State of California recover over a reasonably short period of time
26 as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed
27 result that compares favorably with other similar class action settlements of this type given the
28 strengths and weaknesses of the cases; and (3) significant savings in Class Counsel’s fees and/or

1 costs that would have only increased significantly had the cases progressed through certification,
2 trial, and/or appeals.

3 27. Class Counsel has litigated the cases for over two (2) years and was actively
4 preparing the matter for class certification and trial. The Parties have engaged in extensive
5 settlement negotiations and participated in a full-day mediation on May 16, 2025 conducted by
6 Daniel J. Turner (Esq.), a well-respected mediator experienced in mediating complex labor and
7 employment matters. Although the Parties did not settle at mediation, ongoing discussions with
8 the mediator led to the Settlement. In the course of the lawsuits and in connection with the
9 mediation and settlement negotiations, the Parties exchanged extensive information and engaged
10 in discussions regarding their evaluations of the cases and various aspects of the cases, including
11 but not limited to, the risks and delays of further litigation, the law relating to off-the-clock theory,
12 arbitration agreements, 14 different collective bargaining agreements, regular rate, rounding, meal
13 and rest periods, PAGA representative claims, and state wage-and-hour law and enforcement, as
14 well as the evidence produced and analyzed, and the possibility of appeals, among other things.
15 During all settlement discussions, the Parties conducted their negotiations at arm's length in an
16 adversarial position. Arriving at a settlement that was acceptable to all Parties was not easy.
17 Defendant and its counsel felt strongly about its ability to prevail on the merits, including
18 leveraging various defenses arising out of the collective bargaining agreements at issue, and
19 Plaintiff and Class Counsel believed that they would be able to prevail at trial. After conducting
20 investigations, formal and informal discovery, exchange of information, extensive settlement
21 negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter
22 is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well
23 as the costs and risks to both sides that would attend further litigation. The Settlement is a fair,
24 reasonable, and adequate resolution of the Released Class Claims of Plaintiff and Participating
25 Class Members, and of the Released PAGA Claims of Plaintiff, Aggrieved Employees, and the
26 State of California, with respect to the Released Parties.

27 28. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
28 and scope of the claims, and was preparing the matter for class certification and trial. Plaintiff

1 conducted significant investigation and formal and informal discovery regarding the facts of the
2 cases, including and not limited to, the exchange, review, and analysis of a large volume of
3 documents and data obtained from Defendant, Plaintiff, and other sources. Class Counsel served
4 multiple sets of formal written discovery requests onto Defendant (specifically, Requests for
5 Production of Documents (Set One), Special Interrogatories (Sets One and Two), Requests for
6 Admission (Set One), and Form Interrogatories – General (Set One) and noticed the depositions
7 of Defendant’s Person Most Knowledgeable designees, along with accompanying requests for
8 production of documents. The volume of data and documents that Class Counsel reviewed and
9 analyzed included and was not limited to: Plaintiff’s employment records, a detailed sampling of
10 Class Members’ time and pay data, various collective bargaining agreements governing the terms
11 and conditions of employment for the putative class, earning statements, internal memoranda, and
12 Defendant’s operations and employment practices, forms, procedures, and policies, among other
13 information and documents. Class Counsel had the opportunity to interview Plaintiff and other
14 Class Members to gather facts and to identify potential witnesses. Counsel for the Parties met and
15 conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, discovery, and
16 the production of documents and data prior to the mediation. Class Counsel drafted Plaintiff’s
17 pleadings and mediation brief and prepared for and attended court proceedings, settlement
18 negotiations, and the mediation, among other tasks.

19 29. Counsel for the Parties have also invested time researching and investigating the
20 applicable law, which is constantly evolving as it relates to certification, representative PAGA
21 claims, off-the-clock theory, arbitration agreements, collective bargaining agreements, regular
22 rate, rounding, meal and rest periods, state wage-and-hour law and enforcement, Plaintiff’s claims
23 and damages, and Defendant’s defenses thereto, as well as facts discovered. Based on Class
24 Counsel’s analysis, the result achieved in this matter is fair, adequate, and reasonable.

25 30. Class Counsel is aware of the defenses and position of Defendant, but believes that
26 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class
27 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
28 and the difficulties and delays inherent in such litigation. Plaintiff further recognizes the burdens

1 of proof necessary to establish liability for the claims asserted in the lawsuit, Defendant's defenses,
2 and the difficulties in establishing entitlement to monetary recovery. Plaintiff and Class Counsel
3 have also considered the Parties' settlement discussions, as well as the evaluations of the mediator,
4 who is experienced and well-regarded in complex labor and employment matters.

5 31. Defendant, on the other hand, denied and continues to deny any liability and
6 wrongdoing of any kind associated with the claims alleged in the lawsuits, and further denies that
7 the lawsuits is appropriate for class treatment or representative adjudication for any purpose other
8 than this Settlement. Defendant believes that it would ultimately succeed in the matter. Adding to
9 the complexity of this matter is that the terms and conditions of employment for the putative class
10 were governed by separate and distinct collective bargaining agreements as members of no less
11 than fourteen different unions. During Plaintiff's employment with GES, he was a member of the
12 General Teamsters, Airline, Aerospace, and Allied Employees, Warehouse, Drivers, Construction,
13 Rock, and Sand, Local 986 union, affiliated with the International Brotherhood of Teamsters.
14 Other putative class members were also members of the Teamsters, the International Brotherhood
15 of Electrical Workers, and the International Alliance of Theatrical Stage Employees, among other
16 unions. Defendant contended that this put at issue fourteen collective bargaining agreements which
17 contained distinct wage and hour requirements, grievance and arbitration procedures, and satisfied
18 different defenses under the Section 301 of the Labor Management, Relations Act ("LMRA"), the
19 California Labor Code and/or IWC Wage Order 16. Defendant contends this would make
20 certification of the proposed class difficult, if not impossible, with regard to the alleged claims.
21 Both sides have also had the opportunity to interview witnesses and review documents and
22 information relating to Plaintiff's, Class Members', and Aggrieved Employees' employment with
23 Defendant, and Defendant's operations and employment policies, practices, and procedures. The
24 Parties also reviewed and analyzed a large volume of documents and data to determine the
25 potential value and strength of the claims. The available information enabled Class Counsel to
26 assess and value the class and PAGA claims and prepare violation, damages, and penalties
27 analyses models. Accordingly, counsel for the Parties have conducted adequate investigation and
28 discovery to be sufficiently informed of the nature and extent of the Class Members' claims, and

1 to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness.
2 The Settlement takes into account the strengths and weaknesses of each side's position and the
3 uncertainty of how the case might have concluded at trial and/or appeals.

4 **ESTIMATE OF THE VALUE OF THE CLAIMS**

5 32. Plaintiff's action alleges that Defendant has violated the California Labor Code and
6 Industrial Welfare Commission Wage Orders by engaging in a uniform policy and systematic
7 scheme of wage abuse against Plaintiff and the Class Members, including *inter alia*, failing to
8 properly compensate overtime and minimum wages, failing to provide compliant meal and rest
9 periods and associated premium pay, failing to timely pay wages during employment, failing to
10 timely pay wages upon termination and associated waiting-time penalties, failing to provide
11 compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse
12 necessary business expenses. Plaintiff further contends that Defendant's aforementioned conduct
13 constitutes unfair business practices (under the California Business and Professions Code ("UCL"))
14 and gives rise to civil penalties recoverable under PAGA.

15 33. Based on data provided by Defendant, the total number of Class Members during
16 the period from September 1, 2019 through May 16, 2025 ("relevant time period") was estimated
17 to be approximately 4,401 individuals who worked an estimated total of 58,427 Workweeks with
18 an average hourly rate of pay of \$39.42 .

19 34. Plaintiff contended that Defendant required Class Members to perform work before
20 clocking-in and after clocking-out of their scheduled shifts and during meal and rest periods.
21 Plaintiff contended that Defendant implemented a policy and practice which only
22 permitted Class Members to record their scheduled hours instead of all actual time worked and
23 failed to compensate Class Members for time worked off-the-clock. Plaintiff contended that
24 Defendant discouraged the recordation of overtime hours and required Class Members to perform
25 work off-the-clock. Plaintiff contended that Defendant failed to include non-discretionary bonuses
26 and incentives in the calculation of the regular rate when paying overtime wages. Plaintiff also
27 contended that meal and rest periods were regularly missed, late, shortened, and/or interrupted,
28 that Class Members were required to remain on premises during rest breaks, readily available to

1 assist with work tasks, and that Defendant failed to properly pay premiums for all non-compliant
2 meal and rest periods. Additionally, Plaintiff alleged that Defendant intentionally and willfully
3 failed to pay Plaintiff and Class Members all wages due to them while they were employed by
4 Defendant, within the time period permissible under California law, and that Defendant failed to
5 pay all wages due upon termination, within the time period permissible under California law,
6 thereby triggering waiting-time penalties under California Labor Code section 203. Plaintiff
7 contended that, based on the violations described herein, the wage statements provided by
8 Defendant and the payroll records kept by Defendant were inaccurate. Finally, Plaintiff contended
9 that Defendant failed to reimburse Plaintiff and the other Class Members for necessary business
10 expenses, including, but not limited to, the costs associated with the usage of personal cell phones
11 for work duties, and costs associated with the purchase and maintenance of tools, equipment, and
12 supplies required to perform their work duties.

13 35. Class Counsel considered Defendant's arguments, e.g., that multiple Labor Code
14 exemptions applied to key claims (e.g., claims for overtime, meal periods, rest periods, and failure
15 to timely pay of wages during employment) due to Defendant's various collective bargaining
16 agreements, and in turn, multiple claims were also limited or not viable due to their being
17 derivative of and/or predicated on those claims and/or due to CBA-related pre-emption under
18 Section 301 of the LMRA (e.g., unpaid wages, failure to timely pay wages upon termination,
19 wages statements, and reimbursement of business expenses), and that certain claims were
20 otherwise not actionable or viable. Class Counsel also considered the likelihood of Plaintiff's
21 success in establishing that any of provisions of the California Labor Code, on which the civil
22 penalties under PAGA and the UCL claim are predicated, were violated and that such violations
23 were injurious and/or warranted imposition of civil penalties. Class Counsel also considered that
24 trial courts have wide discretion when assessing penalties under PAGA, and that it could be
25 determined that individual liability issues predominate (e.g., due to purported variation in shifts,
26 locations, job duties, and other circumstances which could raise individualized questions of fact)
27 and could pose challenges to certification, manageability, and the merits of Plaintiff's claims.

28 36. Class Counsel considered information, data, and documents obtained from Plaintiff,

Defendant, and other sources, and created violation, damages, and penalties valuations and models prior to reaching the Settlement. Based thereon, Plaintiff calculated the potential value of the claims. However, the potential value of each claim assumed an exposure based on having overcome significant legal risks impacting the viability of the claims (e.g., due to CBA-related Labor Code exemptions, CBA-related pre-emption, derivative nature of claims, and challenges to entitlement to relief through this civil action), the above-captioned action having been certified and Plaintiff having proven all elements of the claims and entitlement to monetary recovery in the above-captioned action (on a class-wide and a representative basis), despite risks associated with obtaining and maintaining certification and demonstrating manageability, risks to establishing liability and any underlying California Labor Code and IWC Wage Order violations and damages, and significant additional costs that would have to be incurred in order to certify the above captioned action and establish liability, damages, and penalties amounts in the cases. Plaintiff faced the risk of the Court finding that individualized issues predominate, that the claims were not typical of a well-defined class due to the varying terms and conditions of employment set forth across multiple collective bargaining agreements, and manageability issues associated with the aforementioned collective bargaining agreements, such that the cases are not suitable for class treatment. While Class Counsel disagreed with Defendant's arguments and factual contentions, Class Counsel recognized the circumstances and realities of the cases, applicable case law and regulations, the extensive time and pay records produced by Defendant, the costs and expenses of further litigation and certification, and risks to recovery, and applied appropriate discounts for them. Class Counsel calculated the potential and realistic values of each claim as follows:

- a. Failure to Pay Overtime Wages: The potential value of this claim was estimated to be \$6,909,577.02 (58,427 workweeks x 2 hours of unpaid overtime wages x overtime hourly rate of \$59.13 , which is based on the average hourly rate of \$39.42). At this juncture, a discount of 70% was applied to account for the risks associated with viability (bringing the value of this claim closer to \$2,072,873.11), a discount of 50% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to

1 \$1,036,436.55), a discount of 60% was applied to account for the risks associated
2 with succeeding on the merits and establishing liability (bringing the value of this
3 claim closer to \$414,574.62), and a discount of 80% was applied to account for the
4 risks associated with proving the extent of damages and obtaining an award thereof
5 (bringing the value of this claim closer to \$82,914.92).

6 b. Failure to Pay Minimum Wages: The potential value of this claim was estimated to
7 be \$2,303,192.34 (58,427 workweeks x 1 hour of unpaid minimum wages x average
8 hourly rate of 39.42). At this juncture, a discount of 60% was applied to account for
9 the risks associated with viability (bringing the value of this claim closer to
10 \$921,276.94), a discount of 60% was applied to account for the risks associated with
11 obtaining and maintaining class certification (bringing the value of this claim closer
12 to \$368,510.77), a discount of 70% was applied to account for the risks associated
13 with succeeding on the merits and establishing liability (bringing the value of this
14 claim closer to \$110,553.23), and a discount of 85% was applied to account for the
15 risks associated with proving the extent of damages and obtaining an award thereof
16 (bringing the value of this claim closer to \$16,582.98).

17 c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential
18 value of this claim was estimated to be \$6,909,577.02 (58,427 workweeks x 3 meal
19 period premium x average hourly rate of \$39.42). At this juncture, a discount of 70%
20 was applied to account for the risks associated with viability (bringing the value of
21 this claim closer to \$2,072,873.11), a discount of 50% was applied to account for the
22 risks associated with obtaining and maintaining class certification (bringing the
23 value of this claim closer to \$1,036,436.55), a discount of 60% was applied to
24 account for the risks associated with succeeding on the merits and establishing
25 liability (bringing the value of this claim closer to \$414,574.62), and a discount of
26 80% was applied to account for the risks associated with proving the extent of
27 damages and obtaining an award thereof (bringing the value of this claim closer to
28 \$82,914.92).

- 1 d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential
2 value of this claim was estimated to be \$2,303,192.34 (58,427 workweeks x 1 rest
3 period premiums x average hourly rate of \$39.42). At this juncture, a discount of
4 70% was applied to account for the risks associated with viability (bringing the value
5 of this claim closer to \$690,957.70), a discount of 60% was applied to account for
6 the risks associated with obtaining and maintaining class certification (bringing the
7 value of this claim closer to \$276,383.08), a discount of 70% was applied to account
8 for the risks associated with succeeding on the merits and establishing liability
9 (bringing the value of this claim closer to \$82,914.92), and a discount of 85% was
10 applied to account for the risks associated with proving the extent of damages and
11 obtaining an award thereof (bringing the value of this claim closer to \$12,437.24).
- 12 e. Failure to Timely Pay Wages During Employment (Bi-Weekly Pay): The value of
13 this claim is considered as a part of the valuation of the PAGA claim contained infra.
- 14 f. Failure to Timely Pay Wages After Termination (and Waiting-Time Penalties):
15 Based on information and data provided by Defendant, it was estimated that
16 approximately 2,707 Class Members had been terminated during the three-year
17 statute of limitations. Assuming that these individuals were not timely paid all wages
18 due to them upon termination, the potential value of waiting-time penalties was
19 estimated to be \$25,610,385.60 collectively (2,707 individuals x [30 days x hourly
20 rate of \$39.42 x 8 hours]), or approximately \$9,460.80 per individual. At this
21 juncture, a discount of 65% was applied to account for the risks associated with
22 viability (bringing the value of this claim closer to \$8,963,634.96), a discount of
23 65% was applied to account for the risks associated with obtaining and maintaining
24 class certification (bringing the value of this claim closer to \$3,137,272.24), a
25 discount of 70% was applied to account for the risks associated with succeeding on
26 the merits and establishing liability (bringing the value of this claim closer to
27 \$941,181.67), and a discount of 85% was applied to account for the risks associated
28 with proving the extent of damages and obtaining an award thereof (bringing the

value of this claim closer to \$141,177.25).

- g. Failure to Provide Compliant Wage Statements: The potential value of this claim was calculated to be \$1,422,650.00 (2607 initial violations x \$50 statutory penalty] + 12923 subsequent violations x \$100 statutory penalty]). At this juncture, a discount of 65% was applied to account for the risks associated with viability (bringing the value of this claim closer to \$497,927.50), a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$199,171.00), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$59,751.30), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$11,950.26).
- h. Failure to Maintain Payroll Records: Arguably, civil penalties would only be recoverable by the Labor Commissioner, therefore, the value of this claim is considered as a part of the valuation of the PAGA claim contained infra.
- i. Failure to Reimburse Necessary Business Expenses: The potential value of this claim was estimated to be \$327,191.20 (58,427 workweeks x \$5.60 unreimbursed business expenses). At this juncture, a discount of 70% was applied to account for the risks associated with viability (bringing the value of this claim closer to \$98,157.36), a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$39,262.94), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$11,778.88), and a discount of 75% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$2,944.72).
- j. PAGA Penalties: The amount of civil penalties at issue, which the Court could

determine whether or not to assess and whether or not to reduce based on the facts and circumstances of the case (to avoid an award that is unjust, arbitrary and oppressive, or confiscatory, pursuant to California Labor Code section 2699(e)(2)), were estimated to be approximately \$5,222,100.00 (2,678 aggrieved employees estimated to have worked during one-year statutory period x \$1,950 civil penalties). At this juncture, a discount of 80% was applied to account for the risks associated with viability (bringing the value of this claim closer to \$1,044,420.00), a discount of 0% was applied to account for the risks associated with possible bifurcation of discovery and/or trial (bringing the value of this claim closer to \$1,044,420.00), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$365,547.00), and a discount of 80% was applied to account for the risks associated with the Court's discretion to reduce civil penalties and obtaining an award of civil penalties (bringing the value of this claim closer to \$73,109.40).

37. The foregoing discussion confirms that the amount of the Settlement is adequate in light of Plaintiff's allegations and causes of action, the evidence at issue with respect to those allegations and causes of action, and legal and factual arguments and circumstances which pose challenges to certification, manageability, merits, and monetary recovery. The conclusion to be drawn from the foregoing analysis is that neither class certification, manageability, liability, nor the ability to adjudicate and/or recover monetary relief on a class-wide or representative basis is clear-cut, which is why the Parties elected to settle this matter. Class Counsel also recognized that additional discounts could be made to the risk-adjusted value to account for the costs and expenses associated with further litigation and the present value of obtaining a settlement now as opposed to monetary recovery, if any, that may be obtained in the future after further litigation. Class Counsel recognized the circumstances and realities of the case, applicable case law and regulations, and risks to recovery and applied appropriate discounts.

38. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interest of Plaintiff, the Class, and the State of California. Class Counsel further submits

1 that the Settlement is within an acceptable range of recovery for this type of litigation given the
2 strengths and weaknesses of the matter, the inherent costs and risks of further litigation, and the
3 costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

4 I declare under penalty of perjury under the laws of the State of California that the
5 foregoing is true and correct.

6 Executed on this 28th day of April 2026, at Glendale, California.

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9 Selena Matavosian
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EXHIBIT 1



June 28, 2023

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfiling@dir.ca.gov

Re: GLOBAL EXPERIENCE SPECIALISTS, INC.

Dear Representative:

We have been retained to represent Victor Enriquez against Global Experience Specialists, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "GES") for violations of California wage-and-hour laws. Mr. Enriquez seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Enriquez seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

GES employed Mr. Enriquez as an hourly-paid, non-exempt employee from approximately June 2017 to approximately November 2022, in the State of California.

The "aggrieved employees" that Mr. Enriquez may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, GES has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, 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 and 2802, and IWC Wage Orders including *inter alia*, Wage Order 4-2001.

GES required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work-related inquiries, and arriving to work early to find parking. GES rounded the work time recorded by aggrieved employees in a manner that was not fair and neutral on its face

and/or that favored GES over time, resulting in aggrieved employees being underpaid for their time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Enriquez and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Enriquez and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, GES required Mr. Enriquez and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, GES failed to pay Mr. Enriquez and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, GES failed to pay Mr. Enriquez and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, GES did not provide Mr. Enriquez and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from GES were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include

the total hours worked by Mr. Enriquez and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Enriquez and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Enriquez and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Enriquez and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Enriquez and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, GES failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Enriquez and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing the following information:

The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. The regular payday designated by the employer in accordance with the requirements of this code. The name of the employer, including any "doing business as" names used by the employer. The physical address of the employer's main office or principal place of business, and a mailing address, if different. The telephone number of the employer. The name, address, and telephone number of the employer's workers' compensation insurance carrier. That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who

retaliates. Any other information the Labor Commissioner deems material and necessary.

GES failed to accurately provide aggrieved employees with the requisite notice in violation of California Labor Code section 2810.5.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, GES did not provide Mr. Enriquez and other aggrieved employees with the minimum wages to which they were entitled for work performed “off-the-clock.”

California Labor Code section 1198 provides that “The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful.” The applicable Industrial Wage Orders, including *inter alia*, Wage Order 4-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee’s regular rate of pay. During the relevant time period, GES failed to pay Mr. Enriquez and other aggrieved employees half the usual or scheduled day’s work in an amount no less than two (2) hours nor more than four (4) hours at the employee’s regular rate of pay for workdays in which Mr. Enriquez and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day’s work. During the relevant time period, GES failed to pay Mr. Enriquez and other aggrieved employees for two (2) hours at the employee’s regular rate of pay on days in which Mr. Enriquez and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Enriquez and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by GES. These costs include, but are not limited to, the use of a personal phone for work-related tasks, and the purchasing and maintenance of tools, equipment, and supplies.

Therefore, on behalf of all aggrieved employees, Mr. Enriquez seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

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If you have any questions or require additional information, please do not hesitate to contact us.
Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

A handwritten signature in dark blue ink that reads "Gabriella Sole". The script is fluid and cursive, with the first name and last name clearly distinguishable.

Gabriella Sole, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Global Experience Specialists, Inc.
c/o C T Corporation System
Agent for Service of Process
330 N. Brand Blvd, Ste 700
Glendale, CA 91203

EXHIBIT 2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Settlement,” Settlement Agreement,” or “Agreement”) is made by and between plaintiff Victor Enriquez (“Plaintiff”), and defendant Global Experience Specialists, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant together as “Parties,” or individually as “Party.”

This Settlement Agreement sets forth the Parties’ class and PAGA representative action settlement to resolve the Action (as defined below), Plaintiff’s PAGA Notice (as defined below), and to release the claims as set forth herein.

1. DEFINITIONS.

1.1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Defendant entitled *Victor Enriquez v. Global Experience Specialists, Inc.*, Case No. 23STCV21231, initiated on September 1, 2023 and pending in Superior Court of the State of California, County of Los Angeles.

1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” or “Administration Expenses” means the amount the Administrator will be paid from the Gross Settlement Amount, subject to Court approval, to reimburse its reasonable fees and expenses for administration of the Settlement, in accordance with the Administrator’s “not to exceed” bid or quote submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Aggrieved Employees” means all current and former non-exempt employees who performed work for Defendant in California at any time during the PAGA Period.

1.5. “Class” means all current and former non-exempt employees who performed work for Defendant in California at any time during the Class Period.

1.6. “Class Counsel” means Arby Aiwarzian, Joanna Ghosh, Yasmin Hosseini, Selena Matavosian, and Erica Stepanian of Lawyers *for* Justice, PC.

1.7. “Class Counsel Fees Payment” means the amount allocated to Class Counsel for reasonable attorneys’ fees for Class Counsel’s litigation and resolution of the Action.

1.8. “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of actual costs and expenses incurred to prosecute the Action.

1.9. “Class Data” means a list of Class Members’ and Aggrieved Employees’ identifying information in Defendant’s possession, which Defendant shall diligently and in good faith compile from their records, including each Class Member’s and Aggrieved Employee’s last known full name, last-known mailing address, Social Security Number, number of Workweeks during the Class Period, and number of Pay Periods during the PAGA Period.

- 1.10. “Class Member” means a member of the Class.
- 1.11. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.12. “Class Notice” means the COURT APPROVED NOTICE OF CLASS 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.
- 1.13. “Class Period” means the time period from September 1, 2019 through September 30, 2025 or if applicable, the Alternate End Date pursuant to Paragraph 9 of this Agreement.
- 1.14. “Class Representative” means Plaintiff Victor Enriquez.
- 1.15. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action, as well their broader individual release of claims and California Civil Code section 1542 waiver as provided in Paragraph 5.1, below.
- 1.16. “Class Settlement” means the settlement and resolution of the Released Class Claims.
- 1.17. “Court” means the Superior Court of California, County of Los Angeles.
- 1.18. “Defendant” means named Defendant Global Experience Specialists, Inc.
- 1.19. “Defense Counsel” means Todd B. Scherwin, Christopher H. Conti, and Melissa A. Huether of Fisher & Phillips, LLP.
- 1.20. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment based on its Final Approval Order; and (b) the Judgment becomes final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Class Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Class Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.21. “Final Approval” or “Final Approval Order” means the Court’s order granting final approval of the Settlement.
- 1.22. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.23. “Gross Settlement Amount” means \$795,000.00, which is the total amount Defendant agrees to pay under the Settlement, except as provided in Section 9 below. The Gross Settlement Amount shall be all in with no reversion to Defendant with no claims form required. The employer’s share of payroll taxes shall be paid separately and in addition to the Gross Settlement Amount and shall remain the sole responsibility of Defendant. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses Payment.

1.24. “Individual Class Payment” means the net payment of each Participating Class Member’s share of the Net Settlement Amount, after reduction for the employee’s share of taxes and withholdings with respect to the wage portion of the Individual Class Share.

1.25. “Individual Class Share” means a Class Member’s *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive for the Class Settlement, calculated in accordance with Paragraph 3.2.4 below.

1.26. “Individual PAGA Payment” means an Aggrieved Employee’s *pro rata* share of the 25% share of the PAGA Penalties that an Aggrieved Employee is eligible to receive for the PAGA Settlement, calculated in accordance with Paragraph 3.2.5.1 below.

1.27. “Judgment” means the judgment entered by the Court based upon the Final Approval Order.

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

1.29. “LWDA PAGA Payment” means the 75% share of the PAGA Penalties, which shall be paid to the LWDA pursuant to California Labor Code section 2699, subd. (i).

1.30. “Net Settlement Amount” means the amount available to pay Individual Class Payments to Participating Class Members, and this amount will be the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.31. “Objection” means a Participating Class Member’s submission of a written objection to the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the full name, mailing address, signature, and last four digits of the Social Security number of the objecting Participating Class Member; (c) contain a written statement of all grounds for the objection accompanied by any legal 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 email or mail to the Administrator at the specified email address

and/or mailing address, emailed or postmarked on or before the Response Deadline.

1.32. “PAGA” means Private Attorneys General Act, California Labor Code § 2698. *et seq.* Unless otherwise specified, all citations and references to this statute are to the version of the statute prior to the amendment effective July 1, 2024; the amended statute does not apply to the Action and the Settlement pursuant to California Labor Code section 2699(v), as amended, because the PAGA Notice was submitted to the LWDA before June 19, 2024.

1.33. “PAGA Notice” means Plaintiff’s June 28, 2023 letter to Defendant and the LWDA, providing notice pursuant to California Labor Code section 2699.3, subd.(a).

1.34. “PAGA Penalties” means the amount of \$80,000.00 allocated to PAGA civil penalties to be paid from the Gross Settlement Amount, with 25% apportioned to the Aggrieved Employees (\$20,000.00) and 75% apportioned to the LWDA (\$60,000.00) (i.e., LWDA PAGA Payment) in settlement of the Released PAGA Claims.

1.35. “PAGA Period” means the time period from June 28, 2022 through September 30, 2025, or the Alternate End Date pursuant to Paragraph 9 of this Agreement.

1.36. “PAGA Settlement” means the settlement and resolution of the Released PAGA Claims.

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

1.38. “Pay Period(s)” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, which will be calculated by Defendant based on the number of pay periods which each respective Aggrieved Employee performed work for Defendant during the PAGA Period.

1.39. “Preliminary Approval” means the entry of the Court’s Preliminary Approval Order.

1.40. “Preliminary Approval Order” means the Court’s Order Granting Preliminary Approval of the Class Action and PAGA Settlement.

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

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

1.43. “Released Parties” means: Defendant and each of its subsidiaries, affiliates, shareholders, parents, owners, members, agents, attorneys, officers, predecessors, successors and assigns.

1.44. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement, which must: (a) contain the case name and number of

the Action; (b) contain the full name, mailing address, signature, and last four digits of the Social Security number of the Class Member requesting exclusion; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be submitted by email or mail to the Administrator at the specified email address and/or mailing address, emailed or postmarked on or before the Response Deadline.

1.45. “Response Deadline” means forty-five (45) calendar days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) email or mail Requests for Exclusion, (b) email or mail Objections, or (c) email or mail challenges to the number of Workweeks and/or Pay Periods to which they have been credited with. For Class Members to whom Class Notices are resent after having been returned as undeliverable to the Administrator, the Response Deadline will be extended to the date that is 14 calendar days beyond the original Response Deadline.

1.46. “Workweek(s)” means any week during which a Class Member worked for Defendant for at least one hour during the Class Period, which will be calculated by Defendant based on number of weeks which each respective Class Member performed work for Defendant during the Class Period.

2. RECITALS.

2.1. On June 28, 2023, pursuant to Labor Code section 2699.3, subd.(a), Plaintiff submitted a letter (i.e., PAGA Notice) to the LWDA and to Defendant alleging violations of PAGA. The PAGA Notice alleged violations of the California Labor Code and applicable wage laws, including but not limited to 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 and 2802, and IWC Wage Orders including *inter alia*, (including but not limited to Wage Order 16-2001) Wage Order 4-2001.

2.2. On September 1, 2023, Plaintiff filed a Class Action Complaint for Damages (“Class Complaint”) against Defendant, thereby commencing the Action, alleging causes of action against Defendant for: (1) unpaid overtime; (2) unpaid meal period premiums; (3) unpaid rest period premiums; (4) unpaid minimum wages; (5) failing to timely pay final wages; (6) failing to timely pay wages during employment; (7) failing to issue compliant wages statements; (8) failing to keep requisite payroll records; (9) unreimbursed business expenses; and (10) violations of California Business & Professions Code §§ 17200, *et seq.*

2.3. On September 1, 2023, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.*, thereby commencing the action entitled *Victor Enriquez v. Global Experience Specialists, Inc.*, Los Angeles County Superior Court, Case No. 23STCV21241 (“PAGA Action”). On December 1, 2023, the Court entered an order on Plaintiff’s Request for Dismissal, thereby dismissing the PAGA Action without prejudice.

2.4. On December 1, 2023, Plaintiff filed a Request for Dismissal in the Action, thereby seeking to dismiss all class action causes of action except the Tenth cause of action for

violations under the California Business & Professions Code §§ 17200, *et seq.* On December 1, 2023, the Court entered an Order, thereby granting dismissal of the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth class action causes of action pled in the Class Complaint without prejudice.

2.5. To implement the terms of the Settlement, the Parties agree that Plaintiff will seek leave to file an amended complaint in the Action, the First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.*, that will add a cause of action for civil penalties pursuant to PAGA and re-add the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth class action causes of action to the Class Complaint for purposes of settlement only. Once filed, the First Amended Complaint will become the operative pleading in this Action (“Operative Complaint”). The Parties stipulate and agree that the First Amended Complaint shall not be filed, or shall be withdrawn, in the event that the Court does not grant preliminary and final approval of this Settlement. If the Settlement is not approved by the Court in any manner, the Parties will revert to their original positions as if no settlement had been reached in the original complaint will be the operative complaint in this matter. As this event will occur automatically, Defendant will not have to file a motion to strike or any other motions to withdraw or eliminate the above-reference claims added to the Action through the amended complaint.

2.6. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.7. Pursuant to Labor Code section 2699.3, subd.(a), on June 28, 2023, Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.8. On May 16, 2025, the Parties participated in a full-day mediation presided over by Daniel J. Turner (Esq.), a respected mediator in wage and hour class and representative actions. Although the Parties did not settle at mediation, ongoing discussions with the mediator led to this Agreement to settle the Action.

2.9. Prior to mediating and during Settlement negotiations, Plaintiff obtained, through informal discovery efforts, Defendant’s relevant policies for their non-exempt employees and Union 986 employees; Plaintiff’s personnel records, timekeeping and payroll records, and wages statements; a substantial sampling of timekeeping and payroll data of the Class Members for the Class Period through May 16, 2025; and wage statement exemplars. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.10. The Court has not granted class certification.

2.11. The Parties, Class Counsel, and Defense Counsel are not aware of any other pending matters or actions asserting claims that will or may be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant agrees to pay \$795,000.00, and no more, as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Shares. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees 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 to the Class Representative of not more than \$10,000.00, in addition to any Individual Class Payment and any Individual PAGA Payment that Plaintiff is entitled to receive as a Participating Class Member and Aggrieved Employee. Defendant will not oppose Plaintiff's request for Class Representative Service Payment that does not exceed this amount. As part of the Motion for Final Approval, Plaintiff will seek Court approval for the Class Representative Service Payment no later than sixteen (16) court days prior to the Final Approval Hearing, or alternatively, such other deadline that is set by the Court. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members. The Administrator will pay 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 thirty-five percent (35%) of the Gross Settlement Amount, which is currently estimated to be \$278,250.00 if the Gross Settlement Amount remains \$795,000.00, and a Class Counsel Litigation Expenses Payment of not more than \$25,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. 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 for distribution to Participating Class Members. Released Parties shall have no liability to Class Counsel, Class Members, or Aggrieved Employees arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. A reduction by the Court of either the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment shall not be grounds to nullify this Agreement. With respect to the Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment 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 Administration Expenses. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation 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 holds Released Parties harmless, and indemnifies Released Parties, 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 \$28,000.00, except for a showing of good cause and as approved by the Court. These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include (among other things) translating into Spanish, printing, distributing, and tracking the Class Notice and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing IRS Forms 1099 and W-2 and undertaking all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth here to process the Settlement. To the extent the Administration Expenses are less or the Court approves payment less than \$28,000.00, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members.

3.2.4. Individual Class Share Calculation: The Administrator will calculate each Individual Class Share by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Class Members during the Class Period, and (b) multiplying the result by each Class Member's individual number of Workweeks worked during the Class Period.

3.2.4.1. Tax Allocation of Individual Class Shares. 20% of each Participating Class Member's Individual Class Share will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to reduction for the employee's share of taxes and withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Class Share will be allocated to settlement of claims for interest, penalties, and non-wage damages (the "Non-Wage Portion"). The Administrator will not undertake any reduction for taxes and withholdings for the Non-Wage Portion, and the Non-Wage Portion will be reported on IRS 1099 Forms. The Administrator will withhold (and remit to the appropriate taxing authorities) the employee's share of taxes and withholdings with respect to the Wage Portion of the Individual Class Shares, and issue checks to Participating Class Members for their Individual Class Payment (i.e., payment of their Individual Class Share net of these taxes and withholdings). Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Share. The Administrator shall also remit the employer taxes to the appropriate taxing authorities.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Shares. Class Members who submit a valid and timely Request for Exclusion from the Class Settlement will not receive an Individual Class Payment. The Administrator will retain amounts equal to their Individual Class Shares 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: The amount of \$80,000.00 of the Gross Settlement Amount shall be allocated to PAGA Penalties. Seventy-five percent (75%) of the PAGA Penalties (\$60,000.00) shall be allocated to the LWDA PAGA Payment and twenty-five percent (25%) of the PAGA Penalties (\$20,000.00) shall be 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' 25% share of PAGA Penalties (\$20,000.00) by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee's individual number of Pay Periods worked during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount, and will allocate seventy-five percent (75%) of the approved PAGA Penalties to the LWDA and twenty-five percent (25%) of the approved PAGA Penalties to the Individual PAGA Payments. Each Individual PAGA Payment will be allocated as 100% penalties and will be reported on IRS Forms 1099 (if applicable) by the Administrator.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Workweeks and Pay Periods. Based on a review of its records to date, Defendant estimates there are approximately 4,401 Class Members who collectively worked a total of approximately 58,427 Workweeks during the period from September 1, 2019 through May 16, 2025 (the date of mediation), and approximately 2,678 Aggrieved Employees who collectively worked a total of approximately 32,672 Pay Periods during the period from June 28, 2022 through May 16, 2025 (the date of mediation).

4.2. Class Data. Not later than fifteen (15) calendar days after the Court grants 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, 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 Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any

extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reach an agreement regarding reconstructing or otherwise resolving any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Within ten (10) calendar days after the Court grants Final Approval, the Administrator will provide Defendant with wire transfer information and the amount of the employers' share of payroll taxes. Defendant shall fully fund the Gross Settlement Amount and Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than sixty (60) calendar days after the Effective Date of this Agreement.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount and Defendant's share of payroll taxes, the Administrator will mail checks for Individual Class Payments, 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, the Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments to the Participating Class Members and Individual PAGA Payments to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. 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. After the void date, the checks are canceled. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom a Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees, including those who opted out of the Class Settlement and including those for whom a Class Notice was returned undelivered. The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, for only those Class Members for whom the Class Notice was returned undelivered and for whom an alternate address was not located by way of a skip-trace performed earlier by the Settlement Administrator, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all Participating Class Members and/or Aggrieved Employees whose checks are returned undelivered 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 Participating Class Members and/or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement

check to any Participating Class Member and/or Aggrieved Employee whose original check was lost or misplaced, requested by the Participating Class Member and/or Aggrieved Employee prior to the void date, in which case the re-issued check would be valid until the later of the 180-day check cashing period or the date that is fifteen (15) calendar days from the date of re-issuance, whichever is later.

4.4.3. For any Participating Class Member and/or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member and/or Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

- 5. RELEASES OF CLAIMS.** Upon the Effective Date and the date when Defendant fully funds the entire Gross Settlement Amount, and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, and Judgment is final, Plaintiff, Participating Class Members, the State of California, and Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Plaintiff's Release and Waiver of Rights Under California Civil Code Section 1542. Upon the Effective Date and as a condition of receiving any portion of the Class Representative Service Payment, Plaintiff will agree to the additional following general release: In consideration of Defendant's promises and agreements as set forth herein, Plaintiff hereby releases all claims related to his employment or alleged employment with the Released Parties including all claims alleged in the Action, and all claims known and unknown, without exception, except as may be prohibited by law ("Plaintiff's Release"). Specifically, Plaintiff waives all rights and benefits afforded by 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 PARTIES.

This release specifically excludes claims for unemployment insurance, disability, social security, and workers' compensation (with the exception of claims arising pursuant to California Labor Code Sections 132a and 4553). This release excludes the release of claims not permitted by law. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time.

Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Plaintiff expressly acknowledge this Settlement Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims.

5.2 Released Class Claims by Participating Class Members: Upon the Effective Date and the date when Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Shares, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to release the Released Parties from all claims under state, federal, or local law, that were alleged, or that reasonably could have been alleged, based on the factual allegations alleged in the Operative Complaint and that arose during the Class Period, for violations of the 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 and 2802, California Industrial Welfare Commission Wage Orders, and California Business and Professions Code § 17200, et seq. for: (a) failure to pay all wages owed, including minimum, regular, and overtime wages (including but not limited to off the clock claims), (b) failure to provide meal periods and/or pay meal period premiums in lieu thereof, (c) failure to provide rest periods and/or pay rest period premiums in lieu thereof, (d) failure to pay reporting time wages, (e) failure to pay bonuses or other remuneration; (f) failure to provide a day of rest, (g) failure to timely pay wages upon termination and associated waiting time penalties, (h) failure to timely pay wages during employment, (i) failure to provide complete, accurate, and/or itemized wage statements, (j) failure to keep requisite payroll records, (k) failure to reimburse necessary business expenses, (l) unfair business practices that could have been premised on the claims, causes of action, or legal theories of relief described above or on any of the claims, causes of action, or legal theories of relief pleaded in the Operative Complaint; (m) any other claims or penalties under the wage and hour laws pleaded in the Operative Complaint; and (n) all damages, penalties, interest, and other amounts recoverable under said claims, causes of action, or legal theories of relief in the Operative Complaint (collectively, the "Released Class Claims"). As part of the release of the Released Class Claims, Participating Class Members 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 based on facts occurring outside the Class Period.

5.3 Released PAGA Claims by Aggrieved Employees: Upon the Effective Date and the date when Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Shares, the State of California with respect to the Aggrieved Employees and all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to release the Released Parties from all claims for civil penalties recoverable under the Private Attorneys General Act, California

Labor Code section 2698, *et seq.* that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices and that arose during the PAGA Period, including but not limited to, claims for 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 and 2802, and California Industrial Welfare Commission Wage Orders for: (a) failure to pay all wages owed, including minimum, regular, and overtime wages (including but not limited to off the clock claims), (b) failure to provide meal periods and/or pay meal period premiums in lieu thereof, (c) failure to provide rest periods and/or pay rest period premiums in lieu thereof, (d) failure to pay reporting time wages; (e) failure to pay bonuses or other remuneration; (f) failure to provide a day of rest, (g) failure to timely pay wages upon termination and associated waiting time penalties, (h) failure to timely pay wages during employment, (i) failure to provide complete, accurate, and/or itemized wage statements, (j) failure to keep requisite payroll records, and (k) failure to reimburse necessary business expenses (collectively, the “Released PAGA Claims”).

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for motions for preliminary approval.

6.1 Plaintiff’s Responsibilities. Class Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under California Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and the nature and extent of any financial relationship with any Plaintiff, Class Counsel or Defense Counsel; (v) signed declaration from Plaintiff confirming his willingness and competency to serve, and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (vi) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; their timely transmissions to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2)); (vii) a redlined version of the Parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator.

6.2 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval; obtaining a prompt hearing date for the Motion for Preliminary Approval; and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval Order to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. 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, PAGA Penalties, and/or Administration Expenses Payment shall not constitute a material change to the Agreement within the meaning of this paragraph.

7 SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. ("ILYM") to serve as the Administrator and as a condition of appointment, ILYM agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. 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 establish an Employer Identification Number for the Qualified Settlement Fund and use that, for purposes of reporting payroll tax withholdings to state and federal tax authorities. Defendant's Employer Identification Number and Defendant's information will be used to calculate Defendant's share of payroll taxes.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

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 state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods, as reflected in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) 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 with Spanish translation, substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or

Individual PAGA Payment payable to the Class Member and Aggrieved Employee, and the number of Workweeks and Pay Periods (if applicable) used to calculate these amounts. Before mailing the Class Notice, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than three (3) business days after the Administrator's receipt of any Class Notice returned, on or before the Response Deadline, by the USPS as undelivered, 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 deadline for Objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the Response Deadline otherwise provided in the Class Notice for all Class Members whose Class 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 a Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, the Parties shall go to Court to obtain Court approval on whether to include them as class members; and, upon Court approval thereof, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of the Class Notice, or the Response Deadline in the Class Notice, whichever is later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) from the Class Settlement must send the Administrator, by email or mail, a signed written Request for Exclusion no later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed).

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 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded from the Class Settlement. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may

demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a valid and timely 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 releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Class Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion shall not be issued an Individual Class Payment or have the right to object to the Class Settlement. All Aggrieved Employees are bound to the PAGA Settlement and will still be issued an Individual PAGA Payment, regardless of whether they seek exclusion from the Class Settlement.

7.6 Challenges to Calculation of Workweeks and Pay Periods. Each Class Member shall have until the Response Deadline (plus an additional 14 calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and/or Pay Periods (if any) allocated to the Class Member in the Class Notice. The challenge must (a) contain the case name and number of the Action; (b) contain the full name, mailing address, signature, and last four digits of the Social Security number of the challenging Class Member; (c) clearly state that the Class Member challenges the number of Workweeks and/or Pay Periods credited to them and what they contend is the correct number to be credited to them; (d) include information and/or attach documentation demonstrating that the number of Workweeks and/or Pay Periods that they contend should be credited to them are correct; and (d) be submitted by email or mail to the Administrator at the specified email address and/or mailing address, emailed or postmarked on or before the Response Deadline. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and 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 Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all Workweeks and/or Pay Periods challenges to Defense Counsel and Class Counsel and the Administrator's determination of the challenges to Defense Counsel and Class Counsel.

7.7 Objections to Settlement. Only Participating Class Members may object to the Class Settlement and/or this Agreement, 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. Class Members may not object to the PAGA Settlement.

7.7.1 Participating Class Members may send Objections to the Administrator, by email or mail. A written Objection to the Class Settlement must: (a) contain the case name and number of the Action; (b) contain the full name, mailing address, signature, and last four digits of the Social Security number of the objecting Participating Class

Member; (c) contain a written statement of all grounds for the objection accompanied by any legal 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 email or mail to the Administrator at the specified email address and/or mailing address, emailed or postmarked on or before the Response Deadline. In the alternative, Participating Class Members may also appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing, regardless of whether they have submitted a written Objection. A Participating Class Member who elects to send a written Objection to the Administrator must do so not 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).

7.7.2 Class Members who submitted a valid and timely Request for Exclusion have no right to object to the Class Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks required by this Agreement for administration of the notice and settlement payment distribution process.

7.8.1 Website, Email Address, and Toll-Free Number. The Administrator will post information of interest to Class Members on its website, including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval and the Final Approval Order. The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails.

7.8.2 Requests for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain whether they are valid and timely. No later than five (5) calendar days after the expiration of the Response Deadline or any applicable extended Response Deadline (whichever is later), the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the full names and other identifying information of Class Members who have submitted valid and timely Requests for Exclusion ("Exclusion List"); (b) the full names and other identifying information of Class Members who have submitted invalid and/or untimely Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, Objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and 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 Workweeks and/or Pay Periods Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Workweeks and/or Pay Periods challenges. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 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, 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 Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), the number of Objections it received, the number of Workweek and/or Pay Period challenges it received and the outcome of the challenges, and attach the Exclusion List, copies of all Requests for Exclusion it received (both valid and invalid), and copies of all Objections it received. 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.

7.8.6 Final Report by Settlement Administrator. Within ten (10) calendar 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) calendar 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.

8. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five percent (5%) of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that no Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw, in writing, not later than fifteen (15) calendar days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
9. **ESCALATOR CLAUSE.** Based on its records, Defendant represents that there are approximately 58,427 Workweeks during the period from September 1, 2019, through May 16, 2025. If the total number of Workweeks during the Class Period exceeds 58,427 by more than 10% (i.e., exceeds 64,270 Workweeks), Defendant shall elect to either (a) increase the

Gross Settlement Amount *pro rata* per additional Workweek for each Workweek over 64,270 Workweeks, or (b) cut off the Class Period and PAGA Period as of the date the 64,270 Workweek threshold is reached and such date shall be referred to as the “Alternate End Date”.

- 10. MOTION FOR FINAL APPROVAL.** Not 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 California Labor Code section 2699, subd. (l), a proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than three (3) calendar days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 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 by Participating Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain final approval of the Settlement. 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 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 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, including the allocations set forth in this Agreement, as may be adjusted by the Court consistent with Paragraphs 4.4 and 10.2, the Parties, their respective counsel, and all Participating Class Members who did not object to the Class 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, except as to matters that do not affect the amount of the Net Settlement Amount.

- 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 by Participating Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain entry of a Final Approval Order and Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representatives Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.
11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.
12. **ADDITIONAL PROVISIONS.**
- 12.1 Notice of the Final Approval Order and Judgment. The Parties shall provide the Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Administrator shall post the Final Approval Order and Judgment on its website for 60 calendar days, and this shall satisfy California Rules of Court, Rule 3.771(b). No individualized notice of the Final Approval Order and Judgment to the Class will be required.
- 12.2 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint 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 the Settlement is not approved by the Court in any manner, the Parties will revert to their original positions as if no settlement had been reached in the original complaint will be the operative complaint in this matter. As this event will occur automatically, Defendant will not have to file a motion to strike or any other motions to withdraw or eliminate the above-reference claims added to the Action through the First Amended Complaint. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, 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 the Parties' willingness to settle the Actions will have no bearing on, and will not be admissible

in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 12.3 Publicity. Neither side shall publicize the settlement, including but not limited to communications with the media or through any social media, unless so ordered by the Court. Nothing herein will restrict Class Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Class Counsel's qualifications and experience nor restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.4 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 Class Settlement, or appeal from the Final Approval Order or Judgment. Class Counsel shall not at any time list or publicize the action or settlement on its website or any advertising material. 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, or to undertake required submissions of information and/or documents to the LWDA pursuant to PAGA.
- 12.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.6 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.
- 12.7 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the exchange of information, data, and documents, executing documents, 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 the mediator, Daneil J. Turner (Esq.), and/or the Court for resolution.
- 12.8 No Prior Assignments. 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 Agreement.

- 12.9 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 Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.10 Modification of Agreement. Prior to the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except by written agreement signed by counsel for all Parties. After the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of the Settlement Agreement except by written agreement signed by counsel for all of the Parties and subject to Court approval. Notwithstanding the foregoing, the Parties agree that any dates contained or contemplated in this Agreement may be modified by agreement of counsel for the Parties in writing without approval by the Court if the Parties agree and cause exists for such modification.
- 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 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.
- 12.16 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.
- 12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Arby Aiwazian (arby@calljustice.com)
Joanna Ghosh (joanna@calljustice.com)
Yasmin Hosseini (yasmin@calljustice.com)
Selena Matavosian (selena@calljustice.com)
Erica Stepanian (erica@calljustice.com)

LAWYERS for JUSTICE, PC

450 N. Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff Victor Enriquez

To Defendant:

Christopher H. Conti, Esq. (cconti@fisherphillips.com)

FISHER & PHILLIPS, LLP

4747 Executive Drive, Suite 1000
San Diego, California 92121
Tel: (858) 597-9600 / Fax: (858) 597-9601

Todd B. Scherwin, Esq. (tscherwin@fisherphillips.com)

Melissa A. Huether, Esq. (mhuether@fisherphillips.com)

FISHER & PHILLIPS, LLP

444 South Flower Street, Suite 1500
Los Angeles, California 90071
Tel: (213) 330-4500/ Fax: (213) 330-4501

Attorneys for Defendant Global Experience Specialists, Inc.

- 12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation in the Action shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, pursuant to California Code of Civil Procedure section 583.330(a), the time within which the Action must be brought to trial under Code of Civil Procedure section 583.310 shall be extended for the period between the filing of the motion for preliminary approval and the entry of Judgment. If the Court denies Preliminary Approval or Final Approval of the Settlement, the Parties agree that the time within which the Action must be brought to trial under Code of Civil Procedure section 583.310 shall be extended to 30 days after the date on which the Court issues an order

denying the Motion for Preliminary Approval or the Motion for Final Approval.

IT IS SO AGREED.

Dated: 04/23/2026, 2026

PLAINTIFF VICTOR ENRIQUEZ

Electronically Signed
2026-04-23 20:06:48 UTC - 172.58.117.2
Nintex AssureSign®
9ac89743-dfec-488f-9db7-0435014413a2

Plaintiff Victor Enriquez

**DEFENDANT GLOBAL EXPERIENCE
SPECIALISTS, INC.**

Dated: _____, 2026

John Massimino, Chief Legal Officer for Defendant
Global Experience Specialists, Inc.

APPROVED AS TO FORM:

LAWYERS *for* JUSTICE, PC

Dated: April 23, 2026

Arby Aiwanian
Joanna Ghosh
Selena Matavosian
Erica Stepanian
Attorneys for Plaintiff Victor Enriquez

FISHER & PHILLIPS, LLP

Dated: _____, 2026

Christopher H. Conti
Todd B. Scherwin
Melissa A. Huether
Attorneys for Defendant Global Experience Specialist,
Inc.

denying the Motion for Preliminary Approval or the Motion for Final Approval.

IT IS SO AGREED.

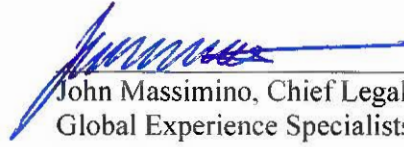
PLAINTIFF VICTOR ENRIQUEZ

Dated: _____, 2026

Plaintiff Victor Enriquez

**DEFENDANT GLOBAL EXPERIENCE
SPECIALISTS, INC.**

Dated: APRIL 27, 2026



John Massimino, Chief Legal Officer for Defendant
Global Experience Specialists, Inc.

APPROVED AS TO FORM:

LAWYERS *for* JUSTICE, PC

Dated: _____, 2026

Arby Aiwarzian
Joanna Ghosh
Selena Matavosian
Erica Stepanian
Attorneys for Plaintiff Victor Enriquez

FISHER & PHILLIPS, LLP

Dated: April 27, 2026



Christopher H. Conti
Todd B. Scherwin
Melissa A. Huether
Attorneys for Defendant Global Experience Specialist,
Inc.

Exhibit A

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

Victor Enriquez v. Global Experience Specialists, Inc., Los Angeles County Superior Court,
Case No. 23STCV21231

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from employee class action lawsuits (the “Action”) against Defendant Global Experience Specialists, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Victor Enriquez (“Plaintiff”), and seeks payment of (1) back wages and other relief for a class of all current and former non-exempt employees who performed work for Defendant in California at any time during the Class Period (“Class” or “Class Members”); and (2) penalties under the California Private Attorneys General Act, California Labor Code § 2698. *et seq.* (“PAGA”) for all current and former non-exempt employees who performed work for Defendant in California at any time during the PAGA Period (“Aggrieved Employees”). The time period from September 1, 2019 through **September 30, 2025 or the Alternate End Date pursuant to Paragraph 9 of the Agreement** is referred to as the “Class Period” and the time period from June 28, 2022 through **September 30, 2025 or the Alternate End Date pursuant to Paragraph 9 of the Agreement** is referred to as the “PAGA Period.”

The Settlement has two main parts: (1) the settlement and resolution of the Released Class Claims (“Class Settlement”) requiring Defendant to fund Individual Class Shares, and (2) the settlement and resolution of the Released PAGA Claims (“PAGA Settlement”) requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

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

The above estimates are based on Defendant’s records showing that **you performed work in [REDACTED] Workweeks** during the Class Period and **you performed work in [REDACTED] Pay Periods** during the PAGA Period. If you believe that you performed work in more Workweeks or Pay Periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have three basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Class Member who does not submit a valid and timely Request for Exclusion from the Class Settlement ("Participating Class Member"), though, you will give up your right to assert Released Class Claims. If you are an Aggrieved Employee, you will automatically be bound to the PAGA Settlement and issued your Individual PAGA Payment.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Class Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Released Class Claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA Settlement.
- (3) **Object to the Class Settlement.** If you do not opt-out of the Class Settlement, you may object to the Class Settlement by submitting a written Objection or otherwise appearing at the Final Approval Hearing.

Defendant will not retaliate against you for any actions you take with respect to the Settlement.

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 a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the Released Class Claims and Released PAGA Claims against Defendant that are covered by this Settlement (as defined below in Section 3).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [Response Deadline]	If you do not want to fully participate in the Class Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for an Individual Class Payment. See Section 6 of this Notice. You cannot opt-out of the PAGA Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below in Section 3).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [Response Deadline]	All Participating Class Members can object to the Class Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [Redacted] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [Redacted]. You do not 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 Class Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [Response Deadline]	The amount of your Individual Class Share depends on how many Workweeks you worked during the Class Period and your Individual PAGA Payment (if any) depends on how many Pay Periods you worked during the PAGA Period. The number of Workweeks and Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [Response Deadline]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. On June 28, 2023, pursuant to Labor Code section 2699.3, subd.(a), Plaintiff submitted a letter to the LWDA and to Defendant alleging violations of PAGA (“PAGA Notice”).

On September 1, 2023, Plaintiff filed a Class Action Complaint for Damages against Defendant, thereby commencing the Action, alleging causes of action against Defendant for: (1) unpaid overtime; (2) unpaid meal period premiums; (3) unpaid rest period premiums; (4) unpaid minimum wages; (5) failing to timely pay final wages; (6) failing to timely pay wages during employment; (7) failing to issue compliant wages statements; (8) failing to keep requisite payroll records; (9) unreimbursed business expenses; and (10) violations of California Business & Professions Code §§ 17200, et seq.

On September 1, 2023, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., thereby commencing the action entitled *Victor Enriquez v. Global Experience Specialists, Inc.*, Los Angeles County Superior Court, Case No. 23STCV21241 (“PAGA Action”). On December 1, 2023, the Court entered an order on Plaintiff’s Request for Dismissal, thereby dismissing the PAGA Action without prejudice.

On [date of filing FAC], Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”). The Operative Complaint is the operative pleading in this matter. The Operative Complaint alleges that Defendant failed to properly pay minimum and overtime wages, failed to provide compliant meal and rest breaks and associated premiums, failed to timely pay wages during employment and upon termination of employment and associated waiting-time penalties, failed to provide compliant wage statements, failed to keep requisite payroll records, failed to provide a day of rest, failure to pay reporting time pay, and failed to reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*, and conduct that give rise to civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”). Plaintiff is represented by the following attorneys in the Action (“Class Counsel”):

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Joanna Ghosh
Yasmin Hosseini
Selena Matavosian
Erica Stepanian
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Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Defendant strongly denies violating any laws or failing to pay any wages and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement to settle the case rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing the Class Action and PAGA Settlement Agreement (“Settlement Agreement,” “Settlement,” or “Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated the Settlement that is subject to the Court’s Final Approval. Both sides agree the Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members, Aggrieved Employees, and the State of California. The Court preliminarily approved the Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant will Pay \$795,000.00 as the Gross Settlement Amount. Defendant has agreed to

deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Shares, Individual PAGA Payments, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and LWDA PAGA Payment. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement Amount and Defendant's share of payroll taxes not more than sixty (60) calendar days after the Effective Date of the Agreement.

2. Court-Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to 35% of the Gross Settlement Amount (i.e., \$278,250.00 if the Gross Settlement Amount remains \$795,000.00) to Class Counsel for attorneys' fees ("Class Counsel Fees Payment") and up to \$25,000.00 for their litigation costs and expenses ("Class Counsel Litigation Expenses Payment"). To date, Class Counsel has worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 to the named Plaintiff for prosecuting the Action, working with Class Counsel, and representing the Class ("Class Representatives Service Payment"). The Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and Individual PAGA Payment (if applicable).
 - C. Up to \$28,000.00 to the Administrator for services administering the Settlement ("Administration Expenses Payment").
 - D. Up to \$80,000.00 allocated for civil penalties under PAGA ("PAGA Penalties"), of which 75% (\$60,000.00) will be paid to the LWDA ("LWDA PAGA Payment") and 25% (\$20,000.00) will be paid to the Aggrieved Employees based on their Pay Periods during the PAGA Period ("Individual PAGA Payment").

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Amount Distributed to Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount ("Net Settlement Amount") by issuing Individual Class Payments to Participating Class Members based on their Workweeks during the Class Period.
4. Taxes Owed on Payments to Participating Class Members and Aggrieved Employees. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Share to taxable wages ("Wage Portion") and 80% to interest, penalties, and non-wage damages ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The net payment of each Individual Class Share, after reduction

of the Wage Portion is referred to an “Individual Class Payment.” The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Shares on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your payment(s) are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payment(s) received from the Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the California Controller’s Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Final Approval Order and Judgment. It is also possible the Court will enter a Final Approval Order and Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money, and Participating Class Members and Aggrieved Employees will not release any claims against Defendant.
7. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Requests for Exclusion, Objections, and challenges to Workweeks and/or Pay Periods. The Administrator will also mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
8. Participating Class Members’ Release of Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Shares, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to release the Released Parties from all claims under state, federal, or local law, that were alleged, or that reasonably could have been alleged, based on the factual allegations alleged in the Operative Complaint and that arose during the Class Period, for violations of the 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 and 2802, California Industrial Welfare Commission Wage Orders, and California Business and Professions Code § 17200, et seq. for: (a) failure to pay all wages owed, including minimum, regular, and overtime wages (including but not limited to off the clock

claims), (b) failure to provide meal periods and/or pay meal period premiums in lieu thereof, (c) failure to provide rest periods and/or pay rest period premiums in lieu thereof, (d) failure to pay reporting time wages, (e) failure to pay bonuses or other remuneration; (f) failure to provide a day of rest, (g) failure to timely pay wages upon termination and associated waiting time penalties, (h) failure to timely pay wages during employment, (i) failure to provide complete, accurate, and/or itemized wage statements, (j) failure to keep requisite payroll records, (k) failure to reimburse necessary business expenses, (l) unfair business practices that could have been premised on the claims, causes of action, or legal theories of relief described above or on any of the claims, causes of action, or legal theories of relief pleaded in the Operative Complaint; (m) any other claims or penalties under the wage and hour laws pleaded in the Operative Complaint; and (n) all damages, penalties, interest, and other amounts recoverable under said claims, causes of action, or legal theories of relief in the Operative Complaint (collectively, the “Released Class Claims”). As part of the release of the Released Class Claims, Participating Class Members 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 based on facts occurring outside the Class Period.

9. Aggrieved Employees’ Release of Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Shares, the State of California with respect to the Aggrieved Employees and all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to release the Released Parties from all claims for civil penalties recoverable under the Private Attorneys General Act, California Labor Code section 2698, et seq. that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices and that arose during the PAGA Period, including but not limited to, claims for 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 and 2802, and California Industrial Welfare Commission Wage Orders for: (a) failure to pay all wages owed, including minimum, regular, and overtime wages (including but not limited to off the clock claims), (b) failure to provide meal periods and/or pay meal period premiums in lieu thereof, (c) failure to provide rest periods and/or pay rest period premiums in lieu thereof, (d) failure to pay reporting time wages, (e) failure to pay bonuses or other remuneration, (f) failure to provide a day of rest, (g) failure to timely pay wages upon termination and associated waiting time penalties, (h) failure to timely pay wages during employment, (i) failure to provide complete, accurate, and/or itemized wage statements, (j) failure to keep requisite payroll records, and (k) failure to reimburse necessary business expenses (collectively, the “Released PAGA Claims”).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Shares. The Administrator will calculate Individual Class Shares 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 Member’s individual number of Workweeks worked during the Class Period.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$20,000.00) by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's individual number of Pay Periods worked during the PAGA Period.
3. Workweek and/or Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. If you wish to challenge the number of Workweeks and/or Pay Periods credited to you, you must submit a written challenge that must: (a) contain the case name and number of the Action (*Victor Enriquez v. Global Experience Specialists, Inc.*, Case No. 23STCV21231); (b) contain your full name, mailing address, signature, and last four digits of your Social Security Number; (c) clearly state that you challenge the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number to be credited to you; (d) include information and/or attach documentation demonstrating that the number of Workweeks and/or Pay Periods that you contend should be credited to you are correct; and (d) be submitted by email or mail to the Administrator at the specified mailing address specified in Section 9, emailed or postmarked on or before **[Response Deadline]**.
 - A. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Class Members) and Defendant's counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.
 - B. "Workweek" means any week during which a Class Member worked for Defendant for at least one hour during the Class Period, which will be calculated by Defendant based on number of weeks which each respective Class Member performed work for Defendant during the Class Period.
 - C. "Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, which will be calculated by Defendant based on the number of pay periods which each respective Aggrieved Employee performed work for Defendant during the PAGA Period.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single Individual Class Payment check to every Participating Class Member, including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment (if applicable).

Aggrieved Employees. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee. As noted above, an Individual Settlement Payment and Individual PAGA Payment will be combined into one check.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Class Members who wish to exclude themselves from the Class Settlement, must submit a written request to be excluded ("Request for Exclusion") to the Administrator. The Request for Exclusion must (a) contain the case name and number of the Action (*Victor Enriquez v. Global Experience Specialists, Inc.*, Case No. 23STCV21231); (b) contain your full name, mailing address, signature, and last four digits of your Social Security Number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be submitted by email or mail to the Administrator at the specified email address and/or mailing address in Section 9, emailed or postmarked on or before [Response Deadline].

If the Court grants Final Approval, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive an Individual Class Payment, will not be bound by the release of Released Class Claims, and will not have any right to object to, appeal, or comment on the Settlement. Class Members who do not submit a valid and timely Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section 3 above, as well as any judgment that may be entered by the Court based thereon. Aggrieved Employees will be bound by the PAGA Settlement and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

7. HOW DO I OBJECT TO THE CLASS SETTLEMENT?

Only Participating Class Members have the right to object to the Class Settlement. Participating Class Members may object to the Class Settlement by submitting a written objection ("Objection") to the Administrator. The Objection must: (a) contain the case name and number of the Action (*Victor Enriquez v. Global Experience Specialists, Inc.*, Case No. 23STCV21231); (b) contain your full name, mailing address, signature, and last four digits of your Social Security Number; (c) contain a written statement of all grounds for the objection accompanied by any legal 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 email or mail to the Administrator at the specified email address and/or mailing address, emailed or postmarked on or before [Response Deadline].

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 6 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via <https://lacc.lacourt.org/>. Check the Court's website <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access> for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website, [REDACTED], beforehand to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the Settlement. The easiest way to read the Agreement, Final Approval Order and Judgment, or any other Settlement documents is to go to the Administrator's website at [REDACTED]. You can also contact Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>) and entering the Case Number for the Action, Case No. 23STCV21231. You can also make an appointment to personally review court documents in the Clerk's Office at the Spring Street Courthouse by calling (213) 310 – 7000.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Settlement Administrator:

Name of Company: ILYM Group, Inc.

Email Address:

Mailing Address:

Telephone:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the California Controller's Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.