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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

KAILEE FROCCHI, an individual;  
HANNAH HOWARD, an individual;  
JEREMIAH MEYER, an individual; and  
KATHERINE WERNER, an individual and  
on behalf of all others similarly situated,

Plaintiff,

v.

COREPOWER YOGA LLC, a Colorado  
limited liability company; KADA  
O'CONNOR, an individual; and DOES 1  
through 100, inclusive,

Defendants.

CASE NO.: 23STCV21870

[Assigned for all purposes to: Hon.  
Lawrence P. Riff, Dept. 7]

**CLASS AND PAGA SETTLEMENT  
AGREEMENT**

Action Filed: September 11, 2023

Trial Date: None Set

1           This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and  
2 between Plaintiffs Kailee Frocchi, Hannah Howard, Jeremiah Meyer, and Katherine Werner  
3 (collectively, “Plaintiffs”) and defendants CorePower Yoga LLC and Kada O’Connor  
4 (collectively, “Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as  
5 “Parties,” or individually as “Party.”

6           **1.       DEFINITIONS**

7       1.1.   “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against  
8 Defendants, captioned *Frocchi v. CorePower Yoga LLC, et al.*, Case No. 23STCV21870,  
9 initiated on September 11, 2023, and pending in Superior Court of the State of California, County  
10 of Los Angeles.

11      1.2.   “Administrator” means Phoenix Settlement Administrators the neutral entity the Parties  
12 have agreed to appoint to administer the Settlement.

13      1.3.   “Administration Expenses Payment” means the amount the Administrator will be paid  
14 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance  
15 with the Administrator’s “not to exceed” bid submitted to the Court in connection with  
16 Preliminary Approval of the Settlement.

17      1.4.   “Allegedly Aggrieved Employee” means a person employed by Defendants in California  
18 and classified as a non-exempt, hourly-paid employee who worked for Defendants during the  
19 PAGA Period.

20      1.5.   “Class” means all persons employed by Defendants in California and classified as a non-  
21 exempt, hourly-paid employee who worked for Defendants during the Class Period.

22      1.6.   “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,  
23 P.C.

24      1.7.   “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean  
25 the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and  
26 expenses, respectively, incurred to prosecute the Action.

27      1.8.   “Class Data” means the following Class Member identifying information to the extent  
28 such is available in Defendants’ existing HRIS system: (1) name; (2) last known address(es); (3)

last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Allegedly Aggrieved Employee).

1.10. “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.

1.11. “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.

1.12. “Class Period” means the period from September 11, 2019, through January 23, 2025.

1.13. “Class Release” means the release of claims described in Paragraph 5.2, below.

1.14. “Class Representative” means the named Plaintiffs subject to the Court’s approval to serve as a Class Representative.

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.

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

1.17. “Defendants” means named defendants CorePower Yoga LLC and Kada O’Connor.

1.18. “Defense Counsel” means Evan Moses of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

1.19. “Effective Date” means the later of: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the

Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

1.22. “Final Judgment” means the Judgment entered by the Court based upon the Final Approval.

1.23. “Gross Settlement Amount” means \$3,200,000.00 (Three Million Two Hundred Thousand Dollars and Zero Cents) which is the total amount Defendants agree to pay under the Settlement, excluding any mandatory employer payroll taxes (which Defendants shall pay separately from the Gross Settlement Amount) and except as provided in Paragraph 8.1 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Litigation Expenses, Class Representative Service Payment, and Administrator’s Expenses. Payment of the Gross Settlement Amount shall be made in periodic installments, as described below, except that the final installment payment shall be made no later than October 25, 2028.

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

1.25. “Individual PAGA Payment” means the Allegedly Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

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

1.27. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i), to 75% of the PAGA Penalties.

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

1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the following

1 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA  
2 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel  
3 Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be  
4 paid to Participating Class Members as Individual Class Payments.

5 1.30. “Non-Participating Class Member” means any Class Member who opts out of the Class  
6 Release by sending the Administrator a valid and timely Request for Exclusion.

7 1.31. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

8 1.32. “PAGA Pay Period” means any Pay Period during the PAGA Period in which an  
9 Allegedly Aggrieved Employee performed any compensable work for Defendants as a non-  
10 exempt employee in California. PAGA Pay Periods shall be determined by Defendants’  
11 examination of its existing, electronic pay records. To the extent that such records are not  
12 available for any person confirmed to be an Allegedly Aggrieved Employee, the Parties agree  
13 that all pay periods during which the individual was an Allegedly Aggrieved Employee, but for  
14 which there are no pay records, will count as PAGA Pay Periods.

15 1.33. “PAGA Notice” includes Plaintiff’s September 11, 2023, letter to Defendants and the  
16 LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a), and any subsequent  
17 letters to the LWDA that may be required to effectuate this settlement, if any.

18 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the  
19 Gross Settlement Amount, allocated 25% to the Allegedly Aggrieved Employees (\$40,000.00)  
20 and the 75% to the LWDA (\$120,000.00) in settlement of PAGA claims.

21 1.35. “PAGA Period” means the period from September 11, 2022, through the end of the Class  
22 Period.

23 1.36. “PAGA Release” means the release of claims described in Paragraph 5.4, below.

24 1.37. “Participating Class Member” means a Class Member who does not submit a valid and  
25 timely Request for Exclusion from the Settlement.

26 1.38. “Plaintiffs” means Kailee Frocchi, Hannah Howard, Jeremiah Meyer, and Katherine  
27 Wernerthe named plaintiff in the Action.

28 1.39. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the

Settlement.

1.40. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval and Approval of 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 5.4 below.

1.43. “Released Parties” means: Defendants, and each of their former, present and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

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

1.45. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and Allegedly Aggrieved Employees, and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are re-sent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline has expired.

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

1.47. “Workweek” means any week during which a Class Member performed any compensable work for Defendants as non-exempt employees in California, for at least one day during the Class Period. Workweeks shall be determined by Defendants’ examination of its existing, electronic pay records. To the extent that such records are not available for any person confirmed to be a Class Member, the Parties agree that all pay periods during which the individual was a Class Member, but for which there are no pay records, will count as Workweeks.

## 2. RECITALS

2.1. On September 11, 2023, Plaintiff commenced this Action by filing a complaint against Defendants for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) waiting time penalties; (6) wage statement violations; (7) failure to timely pay wages; (8) failure to indemnify; (9) violation of Labor Code section 227.3; and (10) unfair competition (the “Class Action”).

2.2. On September 11, 2023, Plaintiff provided written notice pursuant to Labor Code section 2699.3 of Defendants’ Labor Code violations to the Labor and Workforce Development Agency (“LWDA”) and served the same on Defendants, stating that he intended to serve as a proxy of the LWDA (“PAGA Notice”).

2.3. The LWDA did not provide notice of its intention to investigate the violations within sixty-five (65) days.

2.4. On June 20, 2024, Plaintiff filed a separate representative action in the Los Angeles Superior Court, Case No. 24STCV15361, seeking PAGA civil penalties against Defendants for Labor Code violations alleged in the PAGA Notice (the “PAGA Action”).

2.5. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

2.6. Prior to mediation Plaintiff obtained, through informal discovery: (a) approximately 20% sampling (approximately 1900-2000 employees) of timecards and payroll records for all employees during the Class Period; (b) policy and practice documents, and (c) Plaintiff’s personnel file.

2.7. 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*”).

2.8. On October 25, 2024, the Parties participated in an all-day mediation presided over by Mr. Tagore Subramaniam. The mediation was successful, and the Parties agreed to globally resolve all class and PAGA claims in the Action.

2.9. The Court has not granted class certification.

2.10. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

### **3. MONETARY TERMS**

3.1. Gross Settlement Amount. Defendants promise to pay \$3,200,000.00 (Three Million Two Hundred Thousand Dollars and Zero Cents) as the Gross Settlement Amount, unless such amount is increased pursuant to Paragraph 8.1 of this Agreement. Defendants will also separately pay all mandatory employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadlines stated in Paragraph 4.3 of this Agreement. This is not a claims-made settlement. All portions of the Gross Settlement Amount will be distributed pursuant to the installment schedule described in Paragraph 4.3. Allegedly Aggrieved Employees None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, to the extent permitted by Court upon Final Approval:

3.2.1. To Plaintiffs: Class Representative Service Payment to each Plaintiff of \$10,000.00 (Ten Thousand Dollars and Zero Cents) in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiff is entitled to receive as a Participating Class Member and Allegedly Aggrieved Employee. Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will 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. The Parties understand that the Court may not approve of any or all of the Class Representative Service Payment or may reduce it. The Parties agree that this Settlement will remain binding even in the even the Court reduces or does not award the Class Representative Service Payment as described above.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this Agreement, is currently estimated to be \$1,120,000.00 (One Million One Hundred and Twenty Thousand Dollars and Zero Cents) and a Class Counsel Litigation Expenses Payment of not more than \$80,000.00 Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments. The Parties understand that the Court may not approve of any or all of the Class Counsel Fees Payment or may reduce it. The Parties agree that this Settlement will remain binding even in the even the Court reduces or does not award the Class Counsel Fees Payment as described above. .

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$109,995.00 except for a showing of good cause and as approved by the Court. To the

1 extent the Administration Expenses are less, or the Court approves payment less than  
2 \$109,995.00 the Administrator will retain the remainder in the Net Settlement Amount.

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

7 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating  
8 Class Member's Individual Class Payment will be allocated to settlement of  
9 wage claims (the "Wage Portion"). The Wage Portions are subject to tax  
10 withholding and will be reported on an IRS W-2 Form. The remaining 80% of  
11 each Participating Class Member's Individual Class Payment will be allocated  
12 to settlement of claims for interest and penalties (the "Non-Wage Portion"). The  
13 Non-Wage Portions are not subject to wage withholdings and will be reported  
14 on IRS 1099 Forms. Participating Class Members assume full and exclusive  
15 responsibility and liability for any employee taxes owed on their Individual  
16 Class Payment.

17 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual  
18 Class Payments. Non-Participating Class Members will not receive any  
19 Individual Class Payments. Any Individual Class Payment amounts originally  
20 allocated to Non-Participating Class Members will be distributed to  
21 Participating Class Members proportionally to their Participating Class  
22 Member's Workweeks.

23 3.2.5. To the LWDA and Allegedly Aggrieved Employees: PAGA Penalties in the  
24 amount of \$160,000.00 to be paid from the Gross Settlement Amount, with 75%  
25 (\$120,000.00) allocated to the LWDA PAGA Payment and 25% (\$40,000.00) allocated  
26 to the Individual PAGA Payments.

27 3.2.5.1. The Administrator will calculate each Individual PAGA  
28 Payment by (a) dividing the amount of the Allegedly Aggrieved Employees'

25% share of PAGA Penalties (\$40,000.00) by the total number of PAGA Period Pay Periods worked by all Allegedly Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Allegedly Aggrieved Employee's PAGA Period Pay Periods. Allegedly 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. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

#### **4. SETTLEMENT FUNDING AND PAYMENTS**

4.1. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in machine-readable format. 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. None of the Class Data will be provided to Plaintiff, Plaintiff's Counsel, or any other individual or entity, absent advance, written approval from counsel for Defendants. However, Class Counsel shall be entitled to the redacted and anonymized calculations performed by the Administrator, including, but not limited to, the number of Workweeks in the Class Period and the number of Workweeks attributed to each Class Member and/or Allegedly Aggrieved Employee. Defendants have 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 Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2. Funding of Gross Settlement Amount. Defendant will transfer increments of the Gross Settlement Payment and employer side taxes in installments according to the following schedule:

|                                                                            |                                                                                                                       |
|----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| Seven (7) calendar days from the Date of Final Approval (“Payment 1”)      | Deadline for Defendants to transfer \$500,000 to the Administrator                                                    |
| One year from Final Approval (“Payment 2”)                                 | Deadline for Defendants to transfer \$500,000 to the Administrator                                                    |
| Two years f Final Approval (“Payment 3”)                                   | Deadline for Defendants to transfer \$500,000 to the Administrator and employer side taxes for payments made to date. |
| Three years from Final Approval (“Payment 4”)                              | Deadline for Defendants to transfer \$500,000 to the Administrator                                                    |
| No later than three years and six months from Final Approval (“Payment 5”) | Deadline for Defendants to transfer \$500,000 to the Administrator                                                    |
| No later than October 25, 2028 (“Payment 6”)                               | Deadline for Defendant to transfer \$700,000, or all remaining funds, as applicable, to the Administrator             |

4.3. Payments from the Gross Settlement Amount. The Administrator will mail or otherwise make payments of the incrementally received Gross Settlement Amounts according to the following schedule:

|                                         |  |
|-----------------------------------------|--|
| 14 days after Defendant funds payment 2 |  |
| 14 days after Defendant funds Payment 3 |  |
| 14 days after Defendant funds Payment 4 |  |

|                                         |  |
|-----------------------------------------|--|
| 14 days after Defendant funds Payment 6 |  |
|                                         |  |

4.4. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Allegedly Aggrieved Employees including Non-Participating Class Members who qualify as Allegedly Aggrieved Employees (including those for whom 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, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.5. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.6. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Office, Unclaimed

Property Fund or, if required by the Court, to a *cy pres* recipient to be selected by mutual agreement among the Parties.

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

## **5. RELEASE OF CLAIMS**

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will immediately release claims against all Released Parties as follows:

5.1 Plaintiffs' General Release. Plaintiffs and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims any and all claims, actions, charges, complaints, grievances and causes of action, of whatever nature, whether known or unknown, which exist or may exist on Plaintiff's behalf as of the date of this Agreement, including but not limited to any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including but not limited to claims for violation of the Fair Labor Standards Act, the California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Employee Retirement Income Security Act, the California Family Rights Act, the

1 Family Medical Leave Act, California’s Whistleblower Protection Act, and California  
2 Business & Professions Code § 17200 *et seq.* through the Class Period (“Plaintiff’s  
3 General Release”). This Plaintiffs’ General Release includes, but is not limited to all  
4 claims that were, or reasonably could have been, alleged based on facts contained in  
5 the Operative Complaint and/or Plaintiffs’ PAGA Notice. Plaintiff’s General Release  
6 does not extend to any claims or actions to enforce this Agreement, or to any claims for  
7 vested benefits, unemployment benefits, disability benefits, social security benefits,  
8 workers’ compensation benefits that arose at any time. Plaintiff acknowledges that  
9 Plaintiff may discover facts or law different from, or in addition to, the facts or law that  
10 Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s  
11 General Release shall be and remain effective in all respects, notwithstanding such  
12 different or additional facts or Plaintiffs’ discovery of them.

13 5.1.1. Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542. For  
14 purposes of Plaintiffs’ General Release only, Plaintiffs expressly waive and relinquish  
15 the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,  
16 which reads:

17 A general release does not extend to claims that the creditor or releasing party does not  
18 know or suspect to exist in his or her favor at the time of executing the release, and that  
19 if known by him or her would have materially affected his or her settlement with the  
20 debtor or Released Party.

21 5.2. “Class Release” By All Release by Participating Class Members: For the duration of the  
22 Class Period, all Participating Class Members, on behalf of themselves and their respective  
23 former and present representatives, agents, attorneys, heirs, administrators, successors, and  
24 assigns, release Released Parties from all claims that were alleged, or reasonably could have been  
25 alleged, based on the facts and legal theories actually alleged in the Operative Complaint and/or  
26 PAGA Notice, including: (1) failure to pay all wages due (including but not limited to claims for  
27 straight time wages, minimum wages, overtime wages, time-and-a-half wages, double time  
28 wages, miscalculation or underpayment of the regular rate of pay; miscalculation or

underpayment of meal and/or rest premiums; miscalculation or underpayment of vacation pay and/or sick time); (2) failure to provide proper meal periods or compensation/premiums in lieu thereof; (3) failure to provide proper rest periods or compensation/premiums in lieu thereof; (4) failure to timely pay wages during employment; (5) failure to timely pay wages at or after termination; (6) wage statement defects or inaccuracies; (7) failure to reimburse/indemnify for business expenses; (8) violation of Labor Code section 227.3; (9) unfair competition; and (10) all claims asserted through California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in the Operative Complaint or PAGA Notice.

5.3. Except as set forth in Section 5.3 of this Agreement, 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.

5.4. "PAGA Release": For the duration of the PAGA Period, all Allegedly Aggrieved Employees, as well as the LWDA and State of California, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts and legal theories actually alleged in the Operative Complaint and/or the PAGA Notice, including: (1) failure to pay all wages due (including but not limited to claims for straight time wages, minimum wages, overtime wages, time-and-a-half wages, double time wages, miscalculation or underpayment of the regular rate of pay; miscalculation or underpayment of meal and/or rest premiums; miscalculation or underpayment of vacation pay and/or sick time); (2) failure to provide proper meal periods or compensation/premiums in lieu thereof; (3) failure to provide proper rest periods or compensation/premiums in lieu thereof; (4) failure to timely pay wages during employment; (5) failure to timely pay wages at or after termination; (6) wage statement defects or inaccuracies; (7) failure to reimburse/indemnify for business expenses; (8) violation of Labor Code section 227.3; (9) all claims arising out of the Labor Code violations referenced in the Operative Complaint and/or PAGA Notice.

1  
2  
3  
4 **6. MOTION FOR PRELIMINARY APPROVAL**

5 Class Counsel agrees to prepare and file the documents listed in Section 6.2 no later than  
6 following the full execution of this agreement, and if necessary, obtain a prompt hearing for the  
7 motion and appear in Court to advocate in favor of it. Class Counsel is responsible for delivering  
8 the Court's approval order to the Administrator. Before filing or submitting any documents  
9 relating to this Agreement with any Court, Class Counsel will send copies of such documents to  
10 Defense Counsel at least three (3) business days in advance of such filing or submission.

11 6.1. Defendants' Declaration in Support of Preliminary Approval. Within 7 days of full  
12 execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed  
13 declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or  
14 potential conflicts of interest with the Administrator and Cy Pres Recipient.

15 6.2. Class Counsel Responsibilities. Pursuant to Section 6.1, Class Counsel will prepare and  
16 to deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval,  
17 including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary  
18 Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for  
19 approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft  
20 proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft  
21 proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to  
22 exceed" bid for administering the Settlement and attesting to its willingness to serve;  
23 competency; operative procedures for protecting the security of Class Data; amounts of insurance  
24 coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any  
25 actual or potential conflicts of interest with Class Members; and the nature and extent of any  
26 financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration  
27 from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant  
28 to any actual or potential conflicts of interest with Class Members; (v) a signed declaration from

1 Class Counsel attesting to its competency to represent the Class Members; its timely transmission  
2 to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section  
3 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement  
4 (Labor Code section 2699, subd. (1)(2)); and (vi) all facts relevant to any actual or potential  
5 conflict of interest with Class Members and the Administrator.

6 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for  
7 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and  
8 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and  
9 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary  
10 Approval or conditions Preliminary Approval on any material change to this Agreement, Class  
11 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by  
12 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the  
13 Court's concerns.

## 14 7. SETTLEMENT ADMINISTRATION

15 7.1. Selection of Administrator. Class Counsel has selected Phoenix Settlement  
16 Administrators to serve as the Administrator and verified that, as a condition of appointment,  
17 Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a  
18 fiduciary, all duties specified in this Agreement in exchange for payment of Administration  
19 Expenses. These duties shall include, in addition to those described elsewhere in this Agreement,  
20 calculating mandatory employer tax obligations, deducting all legally required taxes from  
21 Individual Settlement Payments and distributing tax forms; processing and mailing any tax  
22 payments to the appropriate state and federal taxing authorities; providing declaration(s) as  
23 necessary in support of preliminary and/or final approval of this Settlement; and other tasks as  
24 the Parties mutually agree or the Court orders the Settlement Administrator to perform. The  
25 Parties and their Counsel represent that they have no interest or relationship, financial or  
26 otherwise, with the Administrator other than a professional relationship arising out of prior  
27 experiences administering settlements. Defendant and Defense Counsel shall have no  
28 responsibility for validating or ensuring the accuracy of the Settlement Administrator's work.

1 Plaintiffs, Class Counsel, Defendant and Defense Counsel shall not bear any responsibility for  
2 errors or omissions in the calculation or distribution of the Individual Settlement Payments or  
3 any other distribution of monies contemplated by this Agreement.

4 7.2. Employer Identification Number. The Administrator shall have and use its own Employer  
5 Identification Number for purposes of calculating payroll tax withholdings and providing reports  
6 state and federal tax authorities.

7 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets  
8 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section  
9 468B-1.

10 7.4. Notice to Class Members

11 7.4.1. No later than three (3) business days after receipt of the Class Data, the  
12 Administrator shall notify Class Counsel that the list has been received and state the  
13 number of Class Members, Allegedly Aggrieved Employees, Workweeks, and Pay  
14 Periods in the Class Data.

15 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14  
16 days after receiving the Class Data, the Administrator will send to all Class Members  
17 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,  
18 the Class Notice with Spanish translation, substantially in the form attached to this  
19 Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the  
20 dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable  
21 to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable)  
22 used to calculate these amounts. Before mailing Class Notices, the Administrator shall  
23 update Class Member addresses using the National Change of Address database.

24 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice  
25 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice  
26 using any forwarding address provided by the USPS. If the USPS does not provide a  
27 forwarding address, the Administrator shall conduct a Class Member Address Search,  
28 and re-mail the Class Notice to the most current address obtained. The Administrator

has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

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

7.4.5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever ever are later.

#### 7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any 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. 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 timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Class Members who submit a valid and timely Request for Exclusion are considered Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Allegedly Aggrieved Employees may not exclude themselves from the PAGA Release and are deemed to release the claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The

1 Administrator's determination of each Class Member's allocation of Workweeks and/or Pay  
2 Periods shall be final and not appealable or otherwise susceptible to challenge. The  
3 Administrator shall promptly provide copies of all challenges to calculation of Workweeks  
4 and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination  
5 the challenges.

6 7.7. Objections to Settlement

7 7.7.1. Only Participating Class Members may object to the class action components of  
8 the Settlement and/or this Agreement, including contesting the fairness of the  
9 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class  
10 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

11 7.7.2. Participating Class Members may send written objections to the Administrator, by  
12 mail. In the alternative, Participating Class Members may appear in Court (or hire an  
13 attorney to appear in Court) to present verbal objections at the Final Approval Hearing.  
14 A Participating Class Member who elects to send a written objection to the  
15 Administrator must do so not later than 45 days after the Administrator's mailing of the  
16 Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-  
17 mailed).

18 7.7.3. Non-Participating Class Members have no right to object to any of the class action  
19 components of the Settlement.

20 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be  
21 performed or observed by the Administrator contained in this Agreement or otherwise.

22 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain  
23 and use an internet website to post information of interest to Class Members including  
24 the date, time and location for the Final Approval Hearing and copies of the Settlement  
25 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class  
26 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,  
27 Class Counsel Litigation Expenses Payment and Class Representative Service Payment,  
28 the Final Approval and the Judgment. The Administrator will also 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 their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

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

7.8.5. Administrator’s Declaration. Before the date by which Plaintiffs is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its

1 due diligence and compliance with all of its obligations under this Agreement,  
2 including, but not limited to, its mailing of Class Notice, the Class Notices returned as  
3 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total  
4 number of Requests for Exclusion from Settlement it received (both valid or invalid),  
5 the number of written objections and attach the Exclusion List. The Administrator will  
6 supplement its declaration as needed or requested by the Parties and/or the Court. Class  
7 Counsel is responsible for filing the Administrator's declaration(s) in Court.

8 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator  
9 disburses all funds in the Gross Settlement Amount, the Administrator will provide  
10 Class Counsel and Defense Counsel with a final report detailing its disbursements by  
11 employee identification number only of all payments made under this Agreement. At  
12 least 7 days before any deadline set by the Court, the Administrator will prepare, and  
13 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in  
14 Court attesting to its disbursement of all payments required under this Agreement. Class  
15 Counsel is responsible for filing the Administrator's declaration in Court.

## 16 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

17 8.1. For purposes of mediation, Defendants estimated that, between September 11, 2019 and  
18 October 1, 2024 (the "Data Period"), there were 9,459 Class Members who, during the Data  
19 Period, collectively worked approximately 327,186 weeks in which Class Members performed  
20 work as non-exempt employees in California. If the number of Workweeks during the Data  
21 Period is more than ten percent (10%) above 327,186 (i.e., more than 359,905 weeks), Defendant  
22 will have the option to either: (a) increase the Gross Settlement Amount by the percentage that  
23 the actual number of weeks during the Data Period equals or exceeds 11% of the original estimate  
24 (e.g., if the total number of weeks during the Data Period is 11% above the original estimate, the  
25 Gross Settlement Amount would be increased by 1% to \$3,232,000); or, (b) end the Class Period  
26 on the date the number of Workweeks reaches 359,905. Defendant shall make its election no  
27 later than 7 days after receiving sufficient information from the Administrator that the number of  
28 Workweeks has exceeded 10%. Should Defendant fail to make its election within 7 days, then

option (ab) above shall be presumed elected.

## **9. MOTION FOR FINAL APPROVAL**

Prior to the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel at least five (5) business days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.1. 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 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2. 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 to be granted by 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. 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, Administrator Expenses Payment and/or individual claims of Plaintiffs for alleged wrongful termination, shall not constitute a material modification to the Agreement within the meaning of this paragraph.

9.3. 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.

9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class

Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, 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 Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

## **10. 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 and a proposed amended judgment.

## **11. ADDITIONAL PROVISIONS**

11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by

1 Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class  
2 certification and representative treatment is for purposes of this Settlement only. If, for any  
3 reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants  
4 reserve the right to contest certification of any class for any reasons, and Defendants reserve all  
5 available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class  
6 certification on any grounds available and to contest Defendants' defenses. The Settlement, this  
7 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be  
8 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the  
9 Settlement and this Agreement).

10 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and Defense  
11 Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed,  
12 they and each of them will not disclose, disseminate and/or publicize, or cause or permit another  
13 person to disclose, disseminate or publicize, any of the terms of the Agreement directly or  
14 indirectly, specifically or generally, to any person, corporation, association, government agency,  
15 or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be  
16 instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent  
17 necessary to report income to appropriate taxing authorities; (4) in response to a court order or  
18 subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government  
19 agency. Each Party agrees to immediately notify each other Party of any judicial or agency order,  
20 inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants and  
21 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other  
22 communication, before the filing of the Motion for Preliminary Approval, any with third party  
23 regarding this Agreement or the matters giving rise to this Agreement except to respond only that  
24 "the matter was resolved," or words to that effect. This paragraph does not restrict Class  
25 Counsel's communications with Class Members in accordance with Class Counsel's ethical  
26 obligations owed to Class Members.

27 11.2. No Publicity. Pending Final Approval, Plaintiffs and Class Counsel agree not to issue  
28 press releases, communicate with, or respond to any media or publication entities, publish

1 information in any form, whether printed or electronic, on any medium or otherwise  
2 communicate, whether by print, video, recording or any other medium, with any person or entity  
3 concerning the Settlement, including the fact of the Settlement, its terms or contents and the  
4 negotiations underlying the Settlement, except to effectuate the terms of the Agreement.  
5 However, nothing herein shall restrict Class Counsel's ethical duties in assisting Class Members  
6 with respect to this Settlement nor prohibit Class Counsel from identifying this Settlement for  
7 purposes of adequacy as Class Counsel in future actions.

8 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and  
9 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal  
10 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's  
11 ability to communicate with Class Members in accordance with Class Counsel's ethical  
12 obligations owed to Class Members.

13 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement  
14 together with its attached exhibits shall constitute the entire agreement between the Parties  
15 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or  
16 inducements made to or by any Party.

17 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and  
18 represent that they are authorized by Plaintiffs and Defendants, respectively, to take all  
19 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement  
20 to effectuate its terms, and to execute any other documents reasonably required to effectuate the  
21 terms of this Agreement including any amendments to this Agreement.

22 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their  
23 best efforts, in good faith, to implement the Settlement by, among other things, modifying the  
24 Settlement Agreement, submitting supplemental evidence and supplementing points and  
25 authorities as requested by the Court. In the event the Parties are unable to agree upon the form  
26 or content of any document necessary to implement the Settlement, or on any modification of the  
27 Agreement that may become necessary to implement the Settlement, the Parties will seek the  
28 assistance of a mediator and/or the Court for resolution.

1 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not  
2 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or  
3 encumber to any person or entity and portion of any liability, claim, demand, action, cause of  
4 action, or right released and discharged by the Party in this Settlement.

5 11.8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are  
6 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied  
7 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR  
8 Part 10, as amended) or otherwise.

9 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,  
10 modified, changed, or waived only by an express written instrument signed or agreed to by all  
11 Parties or their representatives, and approved by the Court. Plaintiffs and Defendants expressly  
12 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any  
13 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any  
14 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on  
15 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of  
16 the use of signatures previously provided by the Parties.

17 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to  
18 the benefit of, the successors of each of the Parties.

19 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be  
20 governed by and interpreted according to the internal laws of the state of California, without  
21 regard to conflict of law principles.

22 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of  
23 this Agreement. This Agreement will not be construed against any Party on the basis that the  
24 Party was the drafter or participated in the drafting.

25 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered  
26 during Action and in this Agreement relating to the confidentiality of information shall survive  
27 the execution of this Agreement.

28 11.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code

1 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants  
2 in connection with the mediation, other settlement negotiations, or in connection with the  
3 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not  
4 be used in any way that violates any existing contractual agreement, statute, or rule of court.

5 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is  
6 inserted for convenience of reference only and does not constitute a part of this Agreement.

7 11.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall  
8 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a  
9 weekend or federal legal holiday, such date or deadline shall be on the first business day  
10 thereafter.

11 11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts  
12 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall  
13 be accepted as an original. All executed counterparts and each of them will be deemed to be one  
14 and the same instrument if counsel for the Parties will exchange between themselves signed  
15 counterparts. Any executed counterpart will be admissible in evidence to prove the existence  
16 and contents of this Agreement.

17 11.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the  
18 litigation shall be stayed and all deadlines held in abeyance, except to effectuate the terms of this  
19 Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to  
20 CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the  
21 entire period of this settlement process.

22 11.19. Severability. In the event that one or more of the provisions contained in this Agreement  
23 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,  
24 illegality, or unenforceability shall in no way effect any other provision if Defendants’ Counsel  
25 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing  
26 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this  
27 Agreement.

1 11.20. Option to Revoke Settlement. Defendants have the unilateral right to revoke the  
2 Settlement as follows:

3 11.20.1. If, after the Response Deadline, the number of Class Members who submitted  
4 timely and valid written requests for exclusion from the Settlement equals at least 5%  
5 of all Class Members, Defendants shall have, in their sole discretion, the option to  
6 terminate this Settlement. If Defendants exercise the option to terminate this  
7 Settlement, Defendants shall: (a) provide written notice to Class Counsel within seven  
8 (7) calendar days after the Response Deadline and (b) pay all Settlement  
9 Administration Costs incurred up to the date or as a result of the termination; and the  
10 Parties shall proceed in all respects as if this Agreement had not been executed.  
11

12 11.21. No Unalleged Claims. Plaintiffs and Class Counsel represent that they, as of the date of  
13 execution of this Settlement, have no *current* (as of the date of execution) intention of pursuing  
14 any claims against Defendants in any judicial, administrative, or arbitral forum, including, but  
15 not limited to, any and all claims relating to or arising from Plaintiffs' employment with  
16 Defendants, and that Class Counsel is not *currently* (as of the date of execution) aware of any  
17 facts or legal theories upon which any claims or causes of action could be brought against  
18 Defendants, excepting those facts or legal theories alleged in the operative complaint in this  
19 Action. Plaintiffs and Class Counsel further represent and agree that they do not *currently* (as  
20 of the date of execution) know of or represent any persons who have expressed any interest in  
21 pursuing litigation or seeking any recovery against Defendants. The Parties further  
22 acknowledge, understand and agree that this representation is essential to the Agreement and  
23 that this Agreement would not have been entered into were it not for this representation.  
24 Nothing in this Paragraph will be construed as a restraint on the right of any counsel to practice.  
25  
26  
27  
28

1 11.22. Nullification of Settlement Agreement. In the event: (i) the Court does not grant  
2 preliminary approval; (ii) the Court does not grant final approval; (iii) the Court does not enter  
3 a final judgment as provided herein; or (iv) the Settlement does not become final for any other  
4 reason, this Agreement shall be null and void and any order or judgment entered by the Court  
5 in furtherance of this Settlement shall be treated as void from the beginning. In such a case, the  
6 Parties and any funds to be awarded under this Settlement shall be returned to their respective  
7 statuses as of the date and time immediately prior to the execution of this Agreement, and the  
8 Parties shall proceed in all respects as if this Agreement had not been executed, except that any  
9 costs already incurred by the Settlement Administrator shall be paid by equal apportionment  
10 among the Parties. In the event an appeal is filed from the Court's final judgment, or any other  
11 appellate review is sought, administration of the Settlement shall be stayed pending final  
12 resolution of the appeal or other appellate review, but any fees incurred by the Settlement  
13 Administrator prior to it being notified of the filing of an appeal from the Court's Final  
14 Judgment, or any other appellate review, shall be paid to the Settlement Administrator within  
15 thirty (30) days of said notification.  
16  
17

18 11.23. No Effect on Employee Benefits. Amounts paid to Plaintiffs or other Settlement Class  
19 Members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall  
20 not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g.,  
21 vacations, holiday pay, retirement plans, etc.) of the Plaintiffs or Settlement Class Members.  
22

23 11.24. Exhibits and Headings. The terms of this Agreement include the terms set forth in the  
24 attached Exhibit 1, which is incorporated by this reference as though fully set forth herein. The  
25 exhibit to this Agreement is an integral part of the Settlement. The descriptive headings of any  
26 paragraphs or sections of this Agreement are inserted for convenience of reference only and do  
27 not constitute a part of this Agreement.  
28

11.25. Amendment or Modification. This Agreement may be amended or modified only by a written instrument: (1) signed by counsel for all Parties or their successors-in-interest; (2) signed by the Parties or their successors-in-interest; and (3) as may be approved by the Court.

**IT IS SO AGREED:**

*Kailee Frocchi*

03/31/2026

Plaintiff, Kailee Frocchi

For Defendant, CorePower Yoga LLC

*Hannah Howard*

03/30/2026

Plaintiff Hannah Howard

Defendant, Kada O'Connor

*Jeremiah Meyer*

03/30/2026

Plaintiff Jeremiah Meyer



04/02/2026

Plaintiff Katherine Werner

*Vedang J. Patel*

4/2/2026

David D. Bibiyan  
Vedang J. Patel  
Counsel for Plaintiffs

Evan Moses  
Counsel for Defendants

11.25. Amendment or Modification. This Agreement may be amended or modified only by a written instrument: (1) signed by counsel for all Parties or their successors-in-interest; (2) signed by the Parties or their successors-in-interest; and (3) as may be approved by the Court.

**IT IS SO AGREED:**

Signed by:  
  
 67F5569B3304489...

Plaintiff, Kailee Frocchi

Abby Gilbertson, Chief Growth Officer  
 For Defendant, CorePower Yoga LLC

Plaintiff Hannah Howard

Defendant, Kada O'Connor

Plaintiff Jeremiah Meyer

Plaintiff Katherine Werner

David D. Bibiyan  
 Vedang J. Patel  
 Counsel for Plaintiffs

Evan Moses  
 Counsel for Defendants

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Abby Gilbertson

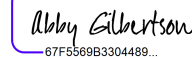
abby.gilbertson@corepoweryoga.com

Chief Growth Officer

Security Level: Email, Account Authentication (None)

## Signature

Signed by:



67F5569B3304489...

Signature Adoption: Pre-selected Style

Using IP Address:

2601:283:4402:cae0:3846:de51:c787:7253

## Timestamp

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Viewed: 4/17/2026 1:26:21 PM

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## Electronic Record and Signature Disclosure:

Accepted: 4/17/2026 1:26:21 PM

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## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent

Hashed/Encrypted

4/17/2026 9:07:19 AM

Certified Delivered

Security Checked

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Signing Complete

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Security Checked

4/17/2026 1:27:07 PM

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## Timestamps

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