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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

ELIZABET MAGANA, individual and class
 representative on behalf of herself and all other
 similarly situated non-exempt former and
 current employees,

Plaintiff,

vs.

NEXSENTIO dba NEXSENTIO FACILITY
 SERVICES, INC., a California Corporation;
 DANIELLE SUZANNE BUNEL, an
 individual; and DOES 1 through 100, inclusive,

Defendants.

) Case No. CIVSB2317957

) Assigned for All Purposes To:
) Judge: Thomas S. Garza
) Dept: S27

) **JOINT STIPULATION OF SETTLEMENT**
) **AND RELEASE OF CLASS AND PAGA**
) **ACTIONS**

) Action Filed: August 8, 2023

This Joint Stipulation of Settlement and Release of Class and PAGA Action (“Agreement”) is made and entered into between Plaintiff Elizabet Magana (“Plaintiff”), individually and on behalf of the proposed Settlement Class, the State of California, the Labor and Workforce Development Agency, and allegedly aggrieved employees (defined below), and defendants Nexsentio DBA Nexsentio Facility Services, Inc. (“Nexsentio”), and Danielle Suzanne Bunel (“Bunel”) (collectively “Defendants”). This Agreement is subject to approval of the Court, pursuant to the California Rules of Court (“CRC”), Rule 3.769(c), (d) and (e), and California Labor Code § 2698 et seq. and made for the sole purpose of attempting to consummate settlement of the Action (as defined below) on a class-wide and representative basis subject to the following terms and conditions. As detailed below, if the Court does not enter an order granting final approval of the Class and PAGA Settlement (as defined below) and enter judgment, or the conditions precedent are not met for any reason, this Agreement is void and of no force or effect whatsoever.

1. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below. To the extent terms or phrases used in this Agreement are not specifically defined below, but are defined elsewhere in this Agreement, they are incorporated by reference into this definition section.

1.1 **Action**. “Action” shall mean: (a) the lawsuit titled *Elizabet Magana v. Nexsentio, et al.*, Case No. CIVSB2317957, pending in the Superior Court of California, County of San Bernardino, and (b) the notice letter sent to the Labor and Workforce Development Agency (“LWDA”) on or about August 8, 2023 alleging violations of the Labor Code premised upon similar theories of liability, including, but not limited to, alleged violations of Labor Code sections 200-204, 210, 226, 226.2, 226(a), 226(e), 226.2, 226.3, 226.7, 226.8, 350, 351, 403, 404, 510, 512, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802 and corresponding Wage Orders (“PAGA Letter”). The operative First Amended Complaint alleges the following causes of action: (1) failure to provide required meal periods; (2) failure to provide required rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wage; (5) failure to timely pay wages; (6) failure to pay all wages due to discharged and quitting employees; (7) failure to maintain required records; (8) failure to furnish accurate itemized statements; (9) failure to

indemnify employees for necessary expenditures incurred in discharge of duties; (10) unfair and unlawful business practices; and (11) Private Attorneys General Act (PAGA).

1.2 **Administration Expenses.** “Administration Expenses” shall mean the amount that will be paid to the Settlement Administrator for the administration of this Settlement in an amount not to exceed \$17,390.00.

1.3 **Class Counsel.** “Class Counsel” shall mean Grant Savoy and Shoham Solouki of Solouki and Savoy, LLP, 316 W. 2nd Street, Suite 1200, Los Angeles, CA 90012.

1.4 **Class Counsel’s Attorneys’ Fees and Expenses.** “Class Counsel’s Attorneys’ Fees and Expenses” shall mean Class Counsel’s attorneys’ fees and expenses to be requested and subject to approval by the Court at the time of the Final Approval and Fairness Hearing (as defined below).

1.5 **Class List and Data.** “Class List and Data” shall mean the information for each Settlement Class Member that Defendant shall compile from their business records and provide to the Administrator for purposes of providing notice of the Settlement to the Settlement Class. The Class List and Data shall be in a readable, ready to use, Microsoft Excel spreadsheet, which will provide the following information for each Settlement Class Member: (a) full name; (b) last-known mailing address; (c) telephone numbers; (d) Social Security Number; (e) number of pay periods worked during the PAGA Period; and (f) number of workweeks worked during the Class Period. The Class List and Data shall be provided to the Settlement Administrator within 21 days of receiving notice that the Court entered the order preliminarily approving the settlement.

1.6 **Class Period.** “Class Period” shall mean the period from August 8, 2019 to October 26, 2025.

1.7 **Class Representative.** “Class Representative” shall mean Plaintiff.

1.8 **Court.** “Court” shall mean the Superior Court of California, County of San Bernardino.

1.9 **Defendants.** “Defendants” shall mean Nexsentio DBA Nexsentio Facility Services, Inc., and Danielle Suzanne Bunel.

1.10 **Defense Counsel.** “Defense Counsel” shall mean Jackie M. Ford, and Karen Rothschild of Structure Law Group, LLP; 1754 Technology Drive, Suite 135, San Jose, California 95110; Telephone: (408) 441-7500.

1.11 **Effective Date.** “Effective Date” shall be the later of the time when: (a) the date of final affirmance of the Judgment on an appeal of the Judgment, the expiration of the time for, or the denial of, a petition to review the Judgment, or if review is granted, the date of final affirmance of the Judgment following review pursuant to that grant; (b) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment, provided that the Judgment is affirmed and/or not reversed in any part; (c) the final resolution (or withdrawal) of any filed appeal in a way that affirms the Final Approval Order and Judgment in a form substantially identical to the form of the Final Approval Order entered by the Court, and the time to petition for review with respect to any appellate decision affirming the Final Approval Order has expired; or (d) if no appeal is filed, the sixty-first (61st) day after the Court enters final approval of the settlement and the Judgment approving this Agreement.

1.12 **Employee’s Taxes and Required Withholding.** “Employee’s Taxes and Required Withholding” shall mean the Participating Settlement Class Member’s share of any and all applicable federal, state, or local payroll taxes, including those collected under authority of the Federal Insurance Contributions Act (“FICA”), FUTA and/or SUTA on the portion of the Participating Settlement Class Member’s Individual Settlement Payment that constitutes wages.

1.13 **Employer’s Taxes.** “Employer’s Taxes” shall mean and refer to Defendants’ share of corporate, federal, state, and/or local payroll taxes that is owed on the portion of the Participating Settlement Class Member’s Individual Settlement Payment that constitutes wages. The Employer’s Taxes shall be separately paid by Defendants in addition to the Gross Settlement Amount.

1.14 **Final Approval and Fairness Hearing.** “Final Approval and Fairness Hearing” shall mean the final hearing held to consider the Class reaction to notice of the Settlement, and to ascertain the fairness, reasonableness, and adequacy of the Class Settlement. At this hearing, the Court will consider Class Counsel’s application for the Class Counsel’s Attorneys’ Fees and

Expenses, the Administration Expenses, the Enhancement Payment to Plaintiff, and approval of the
PAGA Payment.

1.15 **Final Approval Date.** “Final Approval Date” shall mean the date upon which the
Court enters an order granting final approval of the Class Action Settlement and enters Judgment.

1.16 **Gross Settlement Amount.** “Gross Settlement Amount” means the agreed upon
settlement amount totaling Six Hundred and Twenty-Five Thousand Dollars (\$600,000.00), to be
paid by Defendants in full settlement of the Released Class Claims and Released PAGA Claims
asserted in this case, which includes the Administration Expenses to the Settlement Administrator,
Employee’s Taxes and Required Withholdings, Class Counsel’s Attorneys’ Fees and Expenses, the
Enhancement Payment to Plaintiff, PAGA Payment to the LWDA and PAGA Members. .

Defendants are not jointly and severally liable for the Gross Settlement Amount. In no event shall
Defendants be required to pay more than the Gross Settlement Amount (excluding the employer’s
share of payroll taxes on the “wages” portion of the settlement for Participating Settlement Class
Members). The Parties agree that to the extent any residue is left over from any uncashed checks or
unpaid cash residue, the Administrator shall transmit the residue, up to \$25,000, to Defendants and
that any remaining cash residue beyond \$25,000 shall be transmitted, after the Court approves the
final accounting, to Legal Aid at Work (LAAW), which is a nonprofit organization providing civil
legal services to indigent working families, in compliance with California Code of Civil Procedure
Section 384, subd. (b). The Parties agree that the allegations of wrongdoing are merely allegations
and deterrence is not a factor in this settlement.

1.17 **Individual Settlement Payment.** “Individual Settlement Payment” means the
proportionate share of the Net Settlement Amount to be distributed to each Participating Class
Member based on the number of his or her Workweek Total during the Class Period and the
number of his or her Pay Periods Worked during the PAGA Period in relation to the aggregate
number of Weeks Worked by all Participating Settlement Class Members, and Pay Periods by all
PAGA Members, respectively, less any Employee’s Taxes and Required Withholdings.

1.18 **Net Settlement Amount.** “Net Settlement Amount” or “NSA” shall mean the
Gross Settlement Amount, minus the Court-approved amounts awarded for the Class Counsel’s

Attorneys' Fees and Expenses, Administration Expenses, Enhancement Payment to Plaintiff, and
PAGA Payment.

1.19 **Notice Packet.** "Notice Packet" means the Notice of Class Action Settlement
advising Class Members of the Settlement and their options under the Settlement. Attached hereto
as **Exhibit A** is a true and correct copy of the Notice Packet.

1.20 **Opt-Out.** "Opt-Out(s)" shall mean a Settlement Class Member's timely and valid
request for exclusion from the Settlement Class portion of the Settlement in accordance with the
terms of this Agreement and as set forth in the Notice Packet. If a Settlement Class Member validly
and timely opts out of the Class portion of the Settlement, to the extent the Settlement Class
Member is eligible as a PAGA Member, they will still receive a portion of the PAGA penalty
payment allocated to the PAGA Members based on the number of Pay Periods employed during
the PAGA Period and will release the claims alleged under PAGA.

1.21 **PAGA.** PAGA refers to the Labor Code Private Attorneys General Act of 2004,
Labor Code sections 2698, *et seq.*

1.22 **PAGA Member(s):** "PAGA Member(s)" means all current and former hourly-
paid employees who worked for Defendants within the State of California at any time during the
PAGA Period.

1.23 **PAGA Payment:** "PAGA Payment" shall mean allocation of Forty Thousand
Dollars (\$40,000.00) to be paid from the Gross Settlement Amount, designated by the Parties as
PAGA civil penalties, seventy-five percent (75%) of which (\$30,000.00) shall be remitted to the
LWDA for its statutorily set portion of the PAGA penalties ("LWDA Payment") and the remaining
twenty-five percent (25%) (\$10,000.00) shall be distributed to the PAGA Members on a
proportionate basis based on the number of Pay Periods employed during the PAGA Period.

1.24 **PAGA Period.** "PAGA Period" means the period from August 8, 2022 to
October 26, 2025.

1.25 **Participating Settlement Class Member(s).** "Participating Settlement Class
Members" shall mean Settlement Class Members who do not timely and validly opt-out of the
Settlement Class in the manner set forth in this Agreement and described in the Notice Packet.

1.26 **Parties.** “Parties” shall mean Plaintiff (as defined below) and Defendants.

1.27 **Pay Periods Total.** “Pay Period Total” means the number of pay periods a PAGA Member worked during the PAGA Period.

1.28 **Plaintiff.** “Plaintiff” shall mean Plaintiff Elizabet Magana.

1.29 **Preliminary Approval Date.** “Preliminary Approval Date” shall mean the date upon which the Court enters an order preliminarily approving this Agreement, conditionally certifying the Class, approving the Notice Packet, appointing Plaintiff as the Class Representative, Plaintiff’s Counsel as Class Counsel, and APEX as the Settlement Administrator, and setting a Final Approval Hearing date.

1.30 **Released Class Claims.** “Released Class Claims” shall mean all claims, rights, demands, liabilities, damages, penalties, attorneys’ fees, costs, and causes of action of every nature and description, arising from any and all claims which were asserted in the FAC, or reasonably could have been asserted based on the facts alleged in the FAC, including statutory, constitutional or common law claims for wages, damages, unpaid costs, liquidated damages, penalties, interest, attorneys’ fees, litigation costs, restitution, equitable relief, or other relief based on the following claims: all claims for (1) failure to provide required meal periods; (2) failure to provide required rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wage; (5) failure to timely pay wages; (6) failure to pay all wages due to discharged and quitting employees; (7) failure to maintain required records; (8) failure to furnish accurate itemized statements; (9) failure to indemnify employees for necessary expenditures incurred in discharge of duties; and (10) unfair and unlawful business practices.

1.31 **Released PAGA Claims.** “Released PAGA Claims” or “PAGA Released Claims” shall mean all claims, theories, and causes of action alleged or that could have been alleged or otherwise raised based on the factual allegations set forth in Plaintiff’s letter to LWDA dated August 8, 2023 and FAC. This includes theories under Labor Code sections 200-204, 210, 226, 226.2, 226(a), 226(e), 226.2, 226.3, 226.7, 226.8, 350, 351, 403, 404, 510, 512, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802 and corresponding Wage Orders, including theories for (1) failure to provide required meal periods; (2) failure to provide required

rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wage; (5) failure to timely pay wages; (6) failure to pay all wages due to discharged and quitting employees; (7) failure to maintain required records; (8) failure to furnish accurate itemized statements; (9) failure to indemnify employees for necessary expenditures incurred in discharge of duties. The PAGA Released Claims will bind the PAGA Members even if they timely and validly opt out of the Settlement Class.

1.32 **Released Parties.** “Released Parties” shall mean Defendants and their officers, directors, managers, owners, executives, partners, employees, shareholders, agents, attorneys, and any other successors, assigns, or legal representatives, and any of Defendants’ former and present parents, subsidiaries, successors, and affiliates, and their officers, directors, managers, owners, executives, partners, employees, shareholders, agents, attorneys, and any other successors, assigns, or legal representatives.

1.33 **Response Deadline.** “Response Deadline” shall mean forty-five (45) calendar days following the date on which the Settlement Administrator first mails the Notice Packet to all Settlement Class Members. Settlement Class Members who receive a remailed Notice Packet fifteen (15) days or less before the Response Deadline shall have fifteen (15) days from the date the Notice Packet is remailed to postmark an Opt-Out request, object to the Agreement, or dispute the information on which their Individual Settlement Payment is calculated.

1.34 **Settlement.** “Settlement” shall mean the settlement, which is memorialized in this Agreement, including any attached exhibits, and subject to Court approval.

1.35 **Settlement Administrator.** “Settlement Administrator” shall mean Apex Class Action Administrators (“APEX”), the third-party settlement administrator selected by the Parties and to be approved by the Court, which the Parties have agreed will be responsible for administration of the Settlement and related matters. The qualifications and experience of the Settlement Administrator will be provided pursuant to a declaration submitted by the Settlement Administrator that will be filed concurrently with Plaintiff’s motion for preliminary approval. The Administration Expenses are estimated to not exceed \$17,390.

1.36 **Settlement Class.** “Settlement Class” shall mean all current and former hourly-paid employees who worked for Defendants within the State of California at any time during the Class Period.

1.37 **Settlement Class Member.** “Settlement Class Member” means a member of the Settlement Class. If the Class Member is incompetent or deceased, the individual’s legal guardian, executor, heir, or successor-in-interest, may submit the proper documentation to the Administrator to claim such Settlement Class Member’s Individual Settlement Payment.

1.38 **Workweek Total.** “Workweek Total” means any workweek during the Class Period in which a Settlement Class Member worked at least one day in that workweek.

2. **FACTUAL AND PROCEDURAL BACKGROUND OF ACTION**

2.1 On or about August 8, 2023, Plaintiff filed the Action titled *Elizabet Magana v. Nexsentio, et al.*, Case No. CIVSB2317957, in the Superior Court of California, County of San Bernardino.

2.2 On or about August 8, 2023, Plaintiff submitted a letter to the California Labor and Workforce Development Agency alleging violations of the Private Attorneys General Act, California Labor Code section 2698, et seq. (“PAGA”), alleging similar violations to those alleged in the Action, including but not limited to alleged violations of Labor Code sections 200-204, 210, 226, 226.2, 226(a), 226(e), 226.2, 226.3, 226.7, 226.8, 350, 351, 403, 404, 510, 512, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802 and corresponding Wage Orders. On or about October 23, 2023, Plaintiff amended her complaint to add an eleventh cause of action under PAGA (“FAC”).

2.3 The Parties agreed to explore the possibility of a mediation. Upon agreement to attend mediation and to prepare for a meaningful and informed session, Class Counsel requested, and Defense Counsel produced, time and payroll records, relevant policies, and information regarding the putative class and the potentially aggrieved employees.

2.4 With sufficient discovery conducted to evaluate the viability of the claims and theories alleged, and Defendants’ potential liability on class wide and PAGA bases and its defenses, on March 27, 2025, the Parties participated in an all-day mediation with Lynne Bassis

Esq., an experienced and respected mediator of wage and hour class and PAGA actions. The Parties did not settle at the mediation but did continue negotiations. After months of additional discussions, the Parties agreed to settle the Action.

2.5 The Parties and their respective counsel believe this Agreement reflects a fair, adequate, and reasonable settlement of the Action and have arrived at this Agreement because of arm's-length negotiations, facilitated by an experienced and neutral mediator, considering all relevant factors, present and potential.

3. ALLEGATIONS OF THE CLASS REPRESENTATIVE AND BENEFITS OF CLASS SETTLEMENT

3.1 The investigation and extensive exchange of information in this matter, as well as discussions between counsel have been adequate to give Class Counsel an understanding of the merits of the Parties' respective positions and to evaluate the worth of the claims of the Settlement Class. The information and data exchanged by the Parties prior to and during mediation and settlement negotiations are sufficient to reliably assess the merits of the Parties' respective positions and to compromise the issues on a fair and equitable basis. The Parties agree that deterrence is not a factor in this settlement.

3.2 The Parties recognize and acknowledge the expense and delay of continued lengthy proceedings necessary to prosecute the Action against Defendants through trial and through appeals. Class Counsel have considered the uncertain outcome of the litigation, the risk of continued litigation in complex actions such as this, as well as difficulties and delays inherent in such litigation, the potential difficulty of obtaining certification of the Action, as well as trying the claims of the Settlement Class. Class Counsel believe that the Settlement set forth in this Agreement confers substantial benefits upon Plaintiff and the Settlement Class Members and that an independent review of this Agreement by the Court in the approval process will confirm this conclusion. Based on their own independent investigation and evaluation, Class Counsel have determined that the Settlement set forth in the Agreement is in the best interests of Plaintiff and the Settlement Class Members.

1 **4. NO ADMISSION OF ANY LIABILITY AND CONDITIONAL CERTIFICATION.**

2 4.1 This Agreement represents a compromise and settlement of highly disputed claims.
3 This Agreement does not constitute, is not intended to constitute, and will not be deemed to
4 constitute, an admission of liability by Defendants as to the merits, validity, or accuracy of any of
5 the allegations or claims made against Defendants in the Action or the appropriateness of class or
6 conditional certification. Defendants deny each and all of Plaintiff's allegations in their entirety and
7 allege that Plaintiff and all other Settlement Class Members were paid all wages owed, including
8 straight time, minimum and overtime wages, were properly paid all for hours worked, received
9 proper rest and meal breaks, received accurate itemized wage statements, were timely paid all
10 wages due, timely received all pay due at termination, were reimbursed for all necessary business
11 expenses, that Defendants did not engage in unfair or unlawful business practices, that Defendants
12 kept accurate records, and otherwise complied with the law regarding Plaintiff's allegations.

13 4.2 Nothing in this Agreement nor any action taken or made in implementation thereof,
14 nor any statements, discussions, or communications, nor any materials prepared, exchanged,
15 issued, or used during the course of the negotiations leading to the Agreement, is intended by the
16 Parties to, nor will any of the foregoing constitute, be introduced, be used, or be admissible in any
17 way in this case or any other judicial, arbitral, administrative, investigative or other forum or
18 proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance,
19 regulation, rule, or executive order, or any obligation or duty at law or in equity. The Agreement
20 may be used in any proceeding in the Court for the interpretation, implementation, or enforcement
21 of the Agreement or any orders or judgments of the Court entered in connection therewith.

22 4.3 The Parties agree that Plaintiff's motion for preliminary approval of the Settlement
23 seeking certification of a class action and Defendants' agreement thereto is for purposes of the
24 Settlement only. Solely for the purpose of this Agreement, including effectuating its terms, the
25 Parties stipulate to conditional certification of the Settlement Class. If, for any reason, the
26 Settlement is not approved, the stipulation for certification will have no force or effect. The Parties
27 agree that certification for purposes of the Settlement is in no way an admission that class
28 certification or conditional certification of a collective action is proper under the standard applied

1 to contested certification motions and that this Agreement will not be admissible in this or any
2 other proceeding as evidence that: (a) a class or representative action should be certified as Plaintiff
3 proposed; or (b) Defendants are liable to Plaintiff or the Settlement Class Members as Plaintiff
4 alleged. Further, neither this Agreement nor the Court's actions regarding this Agreement will be
5 admissible in any court or other tribunal regarding the propriety of class certification for purposes
6 other than the settlement of this Action. If this Agreement is not approved by the Court or any
7 appellate court, is terminated, or otherwise fails to be enforceable, Defendants will not be deemed
8 to have waived, limited, or affected in any way any of their objections or defenses in the Action,
9 including, but not limited to, its ability to move to compel arbitration, raise defenses in opposition
10 to certification, contest the merits of the claims and theories alleged, etc.

11 **5. CLASS SETTLEMENT CONSIDERATION**

12 5.1 **Gross Settlement and Net Settlement Amounts and Distribution.** Subject to
13 terms and conditions of this Agreement, and subject to Court approval, the claims of all Settlement
14 Class Members are settled for a Gross Settlement Amount of Six Hundred Thousand Dollars
15 (\$600,000.00). The Gross Settlement Amount and other actions and forbearances taken by
16 Defendants shall constitute adequate consideration for the Settlement and will be made in full and
17 final settlement of: (a) the Released Class Claims and Released PAGA Claims, (b) Class Counsel's
18 Attorneys' Fees and Expenses, (c) Administration Expenses, (d) Enhancement Payment to
19 Plaintiff; (e) PAGA Payment, and (f) the Individual Settlement Payments to Participating
20 Settlement Class Members, and any other obligation of Defendants under this Agreement (other
21 than the Employer's Taxes).

22 5.2 **Payments to Participating Settlement Class Members.** Each Participating
23 Settlement Class Member shall be eligible to receive an Individual Settlement Payment based on
24 their tenure, *i.e.*, the Workweek Total during the Class Period, in relation to the number of
25 Workweeks Worked by all Participating Class Members. The Individual Settlement Payment will
26 be subject to the Employee Taxes and Required Withholdings. Plaintiff and Participating
27 Settlement Class Members who receive an Individual Settlement Payment pursuant to this
28 Agreement shall be solely responsible for any and all other individual tax obligations associated the

1 payment.

2 5.3 **Payments to PAGA Group Members.** Each PAGA Group Member shall be
3 eligible to receive an Individual Settlement Payment based on their tenure, *i.e.*, the Pay Period
4 Total, in relation to the number of PAGA Periods Worked by all PAGA Group Members. Plaintiff
5 and Participating Settlement Class Members who receive an Individual Settlement Payment
6 pursuant to this Agreement shall be solely responsible for any and all other individual tax
7 obligations associated the payment.

8 5.4 **Allocation of Individual Settlement Payment.** The Parties agreement that the
9 Individual Settlement Payment shall be allocated as follows: (a) twenty percent (20%) to wages and
10 reported on an IRS W-2 basis; (b) thirty percent (30%) to interest to be reported on an IRS form
11 1099; and (c) fifty percent (50%) to penalties to be reported on an IRS form 1099. PAGA
12 Members' portion of the PAGA Payment will be allocated one hundred percent (100%) penalties to
13 be reported on an IRS form 1099. Defendants agree to pay the Employer's Taxes on that portion of
14 Individual Settlement Payment allocated to W-2 wages, which will be computed and paid by the
15 Administrator, but funded separately and in addition to the Gross Settlement Amount.

16 5.5 **No Effect on Employee Benefits.** Neither the Settlement nor any amounts paid
17 under the Settlement will modify any previously credited hours, days, or weeks or service under
18 any employee benefit plan, policy or bonus program sponsored by Defendants (or their affiliates).
19 Such amounts will not form the basis for additional contributions to, benefit under, or any other
20 monetary entitlement under Defendants' sponsored benefit plans, policies, or bonus programs, if
21 any. The payments made under the terms of this Settlement shall not be applied retroactively,
22 currently, or on a going forward basis, as salary, earnings, wages, or any other form of
23 compensation for the purposes of any of Defendants' benefit plans, policies or bonus programs, if
24 any. Defendants retain the right to modify the language of their benefits plans, policies and bonus
25 programs to effect this intent and to make clear that any amounts paid pursuant to this Agreement
26 are not for "weeks worked," "weeks paid," "weeks of service," or any similar measuring term as
27 defined by applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit
28 accrual, or any other purpose, and that additional contributions or benefits are not required by this

Agreement. Defendants do not consider the Individual Settlement Payments “compensation” for purposes of determining eligibility for, or benefit accrual within, any benefits plan, policy, or bonus program, or any other plan or program sponsored by Defendants (or their affiliates), if any.

5.6 **Class Counsel Attorneys’ Fees and Expenses.** As part of the motion for final approval of the Settlement, Class Counsel may submit an application for an award of Class Counsel’s Attorneys’ Fees and Expenses with the fee portion not to exceed Two Hundred and Eight Thousand, Three Hundred and Thirty Three Dollars and Thirty-Three Cents (\$208,333.33), and the award of reasonable, actual documented costs or expenses, not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00). Defendants agree not to object to any such fee, cost, or expense application up to those amounts. As a condition of this Settlement, Class Counsel has agreed to pursue fees only in the manner reflected by this Section. Any Class Counsel Attorneys’ Fee and Expenses awarded by the Court shall be paid from the Gross Settlement Amount. If the Class Counsel voluntarily reduces the request for Class Counsel’s Attorneys’ Fees and Expenses or the Court’s award is less than set forth above, the difference shall remain with the Net Settlement Amount.

The Class Counsel’s Attorneys’ Fees and Expenses approved by the Court shall encompass: (a) all work performed and costs and expenses incurred by, or at the direction of, any attorney purporting to represent the Settlement Class through the date of this Agreement; (b) all work to be performed and costs to be incurred in connection with approval by the Court of the Settlement set forth in this Agreement; (c) all work to be performed and costs and expenses, if any, incurred in connection with administering the Class Settlement through the Effective Date; and (d) may be based on the Catalyst Theory and/or Common Fund Doctrine.

5.7 **Payment of Class Counsel’s Attorneys’ Fees and Expenses and Enhancement Payment.** Class Counsel’s Attorneys’ Fees and Expenses and Plaintiff’s Enhancement Payment, as awarded by the Court shall be paid by the Settlement Administrator from the Gross Settlement Amount within thirty (30) calendar days of the Effective Date.

5.8 **Enhancement to Plaintiff.** Plaintiff’s Counsel will request, and Defendant will not oppose, an Enhancement Payment of Ten Thousand Dollars (\$10,000.00) to Plaintiff, to be paid

1 out of the Gross Settlement Payment. Should the Court award less than the requested amount, the
2 difference shall revert to the Net Settlement Amount.

3 **6. ADMINISTRATION COSTS AND EXPENSES**

4 6.1 **The Settlement Administrator's Costs and Expenses.** All costs and
5 expenses due to the Settlement Administrator in connection with its administration of the
6 Settlement described in the Agreement, including, but not limited to: (a) translating, formatting,
7 and mailing the Notice Packet by first class U.S. Mail; (b) performing a National Change of
8 Address Database ("NCOA") search to update Settlement Class Members' addresses prior to the
9 initial mailing of the Notice Packets; (c) performing skip-traces to locate and update Settlement
10 Class Members' address on the return of undelivered Notice Packets; (d) establishing a toll-free
11 number and post office box for the receipt of Class Member communications; (e) processing Opt-
12 Out requests (and sending those to counsel for Defendant), objections, and disputes; (f) calculating
13 and distributing Individual Settlement Payments to Participating Settlement Class Members and the
14 portion of the PAGA Payment to PAGA Members; (g) tax reporting; (h) providing the Parties'
15 counsel weekly status reports and declarations as needed and requested by the Parties or by the
16 Court; (i) sending the final Judgment to all Participating Settlement Class Members and PAGA
17 Members by first-class U.S. Mail (Cal. Rules of Court, rule 3.771(b)); and (j) performing any other
18 tasks that are reflected within this Agreement. The Settlement Administrator, upon request, will
19 send any Opt-Out forms received to Defense Counsel. The Administration Expenses shall be paid
20 by the Settlement Administrator to the Settlement Administrator from the Gross Settlement
21 Amount within thirty (30) calendar days of the Effective Date.

22 **7. NOTICE TO CLASS MEMBERS**

23 7.1 **Notice to Class Members.** Within twenty-one (21) calendar days of Defendants
24 receiving notice that the Court granted Preliminary Approval of the Settlement, Defendants shall
25 electronically transmit the Class List and Data to the Settlement Administrator. This information
26 will not be shared with and/or provided to Class Counsel. This confidentiality provision is in the
27 best interest of the Settlement Class because it will reduce the likelihood of Settlement Class
28 Members' personal information being leaked, thereby exposing them to identity theft. This

1 confidentiality provision will not impede Class Counsel's ability to discharge their fiduciary duties.

2 Within ten (10) calendar days of receipt of the Class List and Data from Defendants and
3 after the Settlement Administrator performs an NCOA search to update Settlement Class Members'
4 addresses, the Settlement Administrator will mail by first-class U.S. Mail the Notice Packet.

5 The Notice Packet will inform Settlement Class Members of the nature of the Action, the
6 allegations made, the claims being settled, and releases to be given, the employment information on
7 which their Individual Settlement Payment will be calculated, and of their right to request
8 exclusion, to object, and to dispute the information on which their payments will be paid and the
9 deadline for doing any of these acts. The Notice Packet will also inform Settlement Class Members
10 of the date, time, and place set for the Final Approval and Fairness Hearing and will advise them
11 that they may appear at the Final Approval and Fairness Hearing without first submitting a written
12 objection.

13 7.2 **Returned Notice Packet.** If a Notice Packet is returned to the Settlement
14 Administrator with a forwarding address affixed to the front, the Settlement Administrator will
15 resend the Notice Packet to the forwarding address affixed thereto. If a Notice Packet is returned
16 because of an incorrect mailing address, without a forwarding address affixed, the Settlement
17 Administrator will promptly, and not longer than three (3) days of receipt of the returned Notice
18 Packet, search for a more current address by way of skip-trace using the Settlement Class
19 Member's Social Security Number, and remail the Notice Packet to the Settlement Class Member
20 if an updated address is located. The Settlement Administrator will be responsible for taking
21 reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to
22 with the Parties to trace the mailing address of any Settlement Class Member for whom a Notice
23 Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include,
24 at a minimum: (a) the tracking of all undelivered mail; (b) performing address searches for all mail
25 returned without a forwarding address; and (c) promptly remailing to Settlement Class Members
26 for whom new addresses are found. If the Notice Packet is remailed, the Administrator will note
27 for its own records and notify to Counsel for the Parties of the date of each such re-mailing as part
28 of a weekly status report provided to the Parties. Settlement Class Members who receive a remailed

1 Notice Packet fifteen (15) days or less before the Response Deadline shall have fifteen (15) days
2 from the date the Notice Packet is remailed to postmark an Opt-Out request, object to the
3 Agreement, or dispute the information on which their Individual Settlement Payment is calculated.

4 7.3 **Disputing Information.** Settlement Class Members may dispute the information
5 on which their Individual Settlement Payment are calculated by returning a written statement to the
6 Settlement Administrator postmarked by the Response Deadline in the manner described in the
7 Notice Packet. The Settlement Class Member must provide information, documents, or other
8 evidence supporting his or her position.

9 Upon the timely receipt of a dispute, the Settlement Administrator will notify Defense
10 Counsel in writing (email constitutes a writing for this purpose) of the dispute. Defendants'
11 records will be presumed determinative, absent information, documents, or other evidence to rebut
12 Defendants' records, but the Settlement Administrator will evaluate the information submitted by
13 the Class Member and decide as to the validity of such evidence.

14 7.4 **Opt-Out Requests.** The Notice Packet will provide that Settlement Class
15 Members who wish to exclude themselves from the Settlement Class and Settlement must mail to
16 the Settlement Administrator a written request for exclusion postmarked by the Response Deadline
17 (and pursuant to the terms of the Response Deadline). The date of mailing on the envelope shall be
18 deemed the exclusive means for determining if a request for exclusion was timely received.

19 (i) To be valid, a request for exclusion must be timely and must comply with
20 the instructions detailed in the Notice Packet, including providing: (1) the name and address of the
21 Settlement Class Member; (2) a statement expressing that the Settlement Class Member elects to be
22 excluded from the Settlement; (3) the last four (4) digits of their Social Security Number (for
23 identity verification purposes only); and (4) a signature by the Settlement Class Member. If a
24 question is raised about the authenticity of a signed request for exclusion, the Settlement
25 Administrator will have the right to demand additional proof of the Settlement Class Member's
26 identity.

27 (ii) A Settlement Class Member who submits a valid and timely Opt-Out request
28 will not participate in or be bound by the Released Class Claims and the Judgment. However,

1 should this individual be a PAGA Member, they will still receive a portion of the PAGA Payment
2 allocated to the PAGA Members and will still be bound by the PAGA Released Claims. The
3 Settlement Administrator will determine the individual PAGA payment by comparing the number
4 of Pay Periods the PAGA Member was employed during the PAGA Period to the total number of
5 Pay Periods all PAGA Members were employed during the PAGA Period. In this instance, any
6 Class Member who submits a valid and timely Opt-Out request and who is also a PAGA Member
7 will only be bound by the PAGA Released Claims.

8 (iii) A Settlement Class Member who does not complete and mail a timely Opt-
9 Out request in the manner and by the Response Deadline will become a Participating Settlement
10 Class Member, will receive an Individual Settlement Payment, and will be bound by all terms and
11 conditions of the Settlement, including the Released Class Claims, if the Settlement is approved by
12 the Court, and by the Judgment.

13 7.5 Defendants disclosed there were approximately 106,103 workweeks through July
14 31, 2025 ("Data Period.") If the figure provided by Defendants through the Class Period increases
15 by more than 10% of the approximate workweeks through the Data Period, the Gross Settlement
16 Amount will be increased proportionally (i.e., if the total aggregate work-weeks increases by 11%,
17 Defendants will be required to increase the Gross Settlement Amount by 1%).

18 7.6 Objections to Settlement. The Notice Packet will provide instructions and the
19 manner for submitting written objections to the Settlement and will indicate that only Participating
20 Settlement Class Members may object to the Settlement. If a Settlement Class Member returns
21 both a written objection and an Opt-Out request, the Opt-Out request will be invalidated, and the
22 written objection will be accepted.

23 Written objections must be postmarked and returned to the Settlement Administrator no
24 later than the Response Deadline. The date of mailing on the envelope shall be deemed the
25 exclusive means for determining if the written objection was timely. Written objections must be
26 signed by the Settlement Class Member, state the last four (4) digits of their Social Security
27 Number [for identity verification purposes only] and should set forth: (a) the full name and address
28 of the objecting Settlement Class Member; (b) the grounds for each objection made; and (c)

whether the Settlement Class Member intends to appear at the Final Approval Hearing. Either or both Parties may file a response to any objection before the Final Approval Hearing. Any attorney who will represent an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Court and serve Class Counsel and Defense Counsel with this notice by the Response Deadline. Any Settlement Class Member who fails to submit a timely written objection or to present an objection at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement whether by appeal or otherwise. Settlement Class Members are not required to submit written objections to be heard at the Final Approval Hearing.

8. FUNDING AND DISTRIBUTION

8.1 **Funding of the Gross Settlement Amount and the Employer's Taxes.** The Settlement Administrator will calculate the Employer's Taxes and inform Defendants of the total amount of the Employer's Taxes due. The Administrator shall also provide Defendants with its bank wire instructions to establish the Qualified Settlement Fund ("QSF").

Defendants shall fully fund the Gross Settlement Amount and fund the amounts necessary to fully pay the Employer's Taxes by transmitting the funds to the Administrator no later than April 13, 2027 to pay: (a) the Class Counsel's Attorneys' Fees and Expenses, as approved by the Court; (b) the Administrative Expenses, as approved by the Court; (c) the PAGA Payment, as approved by the Court; (d) the Enhancement Payment to Plaintiff, and (e) the remaining Net Settlement Amount to be distributed entirely to Participating Class Members on a proportionate basis. To the extent Participating Settlement Class Members worked during the PAGA Period, they will receive a proportionate share of the PAGA Payment available to PAGA Members. Defendants shall not be obligated to pay more than Six Hundred Thousand Dollars (\$600,000.00) with the exception of the employer share of the payroll taxes and the possibility of section 7.5 above.

8.2 **Distribution of the Gross Settlement Amount.** Within thirty (30) calendar days after Defendants fund the Gross Settlement Amount, , the Administrator will calculate and pay to Participating Settlement Class Members their Individual Settlement Payments via first-class regular U.S. Mail. Within thirty (30) calendar days after the Defendants fund the Gross Settlement

Amount, the Administrator will pay to Class Counsel the Court-awarded Class Counsel's Attorneys' Fees and Expenses and Plaintiff's Enhancement Payment; to the PAGA Members and LWDA the Court-approved PAGA Payment; and to the Administrator the Court-awarded Administration Expenses.

8.3 **Calculation of the Individual Settlement Payments.** Participating Class Members will receive a pro-rated share of the NSA based on the total number of weeks worked as a Settlement Class Member any time during the Class Period, in relation to the aggregate number of weeks worked by all Participating Settlement Class Members, based on the following formula:

$$\text{Individual Settlement Payment} = \text{NSA} \times (\text{Individual's Workweek Total} \div \text{Aggregate Weeks Worked by all Participating Settlement Class Members During the Class Period})$$

The Pay Period Total (if applicable) and Workweek Total will be inserted into each individual's Notice Packet.

If a Settlement Class Member is also a PAGA Member, they will also receive a proportionate share of Ten Thousand Dollars (\$10,000.00) (25% of the PAGA Payment), in addition to the Individual Settlement Payment, based on the following formula:

$$\text{Individual PAGA payment} = \$10,000.00 \times (\text{Individual's Pay Period Total} \div \text{Aggregate Pay Periods Worked by all PAGA Members During the PAGA Period})$$

Defendants shall have no responsibility for deciding the accuracy of the Individual Settlement Payments or any other payments made pursuant to this Agreement. Furthermore, as the Settlement Administrator shall calculate the Employer's Taxes and Required Withholdings, and reporting such amounts to the appropriate governmental authorities, Defendants shall have no responsibility for the determination or payment of Employee's Taxes and Required Withholdings. The Notice Packet will inform Settlement Class Members that they will be solely responsible for any and all tax obligation associated with their respective Individual Settlement Payments.

8.4 **Time for Payment of Taxes and Required Withholding and Individual Settlement Payments.** The Settlement Administrator shall make every effort to pay the Employee's Taxes and the Required Withholding associated with each Participating Settlement Class Member's Individual Settlement Payment as required by law upon the mailing of the

Participating Settlement Class Member's Individual Settlement Payments. If the Settlement Administrator is not able to do so within the time period set forth above, it shall so inform Class Counsel and Defense Counsel and provide an approximate date by which Employee's Taxes and Required Withholding shall be paid.

8.5 **Non-Cashed Settlement Checks.** Participating Settlement Class Members and PAGA Group Members shall have one hundred eighty days (180) to cash their checks. To the extent any checks remain uncashed after one hundred eighty (180) days, the associated residue funds, up to \$25,000 shall be transmitted to Defendants, and any associated residue funds beyond \$25,000 shall be transmitted, after the Court approves the final accounting, to Legal Aid at Work (LAAW), which is a nonprofit organization providing civil legal services to indigent working families, in compliance with California Code of Civil Procedure Section 384, subd. (b).

8.6 **Time for Payment of PAGA Payment to the LWDA.** The Settlement Administrator shall distribute to the LWDA the PAGA Payment approved by the Court no later than thirty (30) calendar days after the Effective Date.

9. NULLIFICATION OF THIS AGREEMENT

9.1 **Non-Approval of the Agreement.** If (a) the Court should for any reason fail to approve this Agreement in the form agreed to by the Parties, or (b) the Court should for any reason fail to enter a judgment on this Action, or (c) the approval of the Settlement and judgment is reversed, modified or declared or rendered void, then the Settlement and conditional class certification shall be considered null and void, and neither the Settlement, conditional class certification, nor any of the related negotiations or proceedings shall be of any force or effect, and all Parties to the Settlement shall stand in the same position, without prejudice, as if the Settlement has been neither entered into nor filed with the Court. Notwithstanding the foregoing, the Parties may attempt in good faith to cure any perceived defects in the Agreement to facilitate approval. If the Court awards less than the requested amounts for Administration Expenses, Class Counsel's Attorneys' Fees and Expenses, the Enhancement Payment to Plaintiff, or PAGA Payment, the difference shall become part of the Net Settlement Amount.

9.2 **Right to Void Class Settlement.** If five percent (5%) or more of the Settlement

Class Members opt out, Defendants may, at their election, rescind the Settlement and all actions taken in its furtherance of it will be thereby null and void. Defendants must exercise this right of rescission, in writing, to Class Counsel, within twenty-one (21) calendar days after the Administrator notifies the Parties of the total number of opt-outs. If the option to rescind is exercised, Defendants shall be responsible for all costs of the administration accrued to that point.

Defendants also have the right to withdraw from the Settlement if the Court: (1) does not approve the material terms set forth in this Agreement after efforts to satisfy the Court's concerns are made by the Parties; (2) does not conditionally certify the Settlement Class; (3) does not conditionally certify a class releasing the Released Class Claims; or (4) does not grant final approval of the Settlement or enter Judgment. If this occurs, the Parties will be restored to their positions as of the date prior to the Agreement being fully executed, and they shall be equally responsible for all costs of Administration accrued to that point.

9.3 **Invalidation.** Invalidation of any material portion of the Settlement shall invalidate the Settlement in its entirety, unless the Parties shall subsequently agree in writing that the remaining provisions of the Settlement are to remain in full force and effect.

9.4 **Stay Upon Appeal.** In the event of a timely appeal from the approval of the Class Settlement and Judgment, the Judgment shall be stayed, and Defendants shall not be obligated to fund the Gross Settlement Amount or take any other actions required by this Agreement until all appeal rights have been exhausted by operation of law.

10. MOTION FOR COURT APPROVAL

10.1 **Preliminary Approval.** Class Counsel will submit this Agreement to the Court along with a Motion for Order Granting Preliminary Approval of the Settlement. Each Party shall cooperate to present the Settlement to the Court for preliminary approval in a timely fashion. Prior to the filing of the Preliminary Approval Motion, Class Counsel will provide the Preliminary Approval Motion to Defendants for review and comment.

10.2 **Final Approval.** Following the close of the Response Deadline, and upon a date set by the Court as set forth in the Order Granting Preliminary Approval, Plaintiff shall move the Court for the entry of the final order certifying the Class for settlement purposes only and

approving the Settlement as being fair, reasonable and adequate to the Participating Settlement Class Members within the meaning of California Rules of Court, Rule 3.769(c), (d) and (e) and for the entry of a final judgment of the Action consistent with the terms of the Class Settlement and California Rule of Court 3.769(h). Class Counsel and/or Defense Counsel shall submit to the Court such pleadings and/or evidence as may be required for the Court's consideration in ruling on the motion.

11. RELEASES AND WAIVERS

11.1 Release of Claims by Plaintiff and the Participating Class Members.

Upon the date Defendants fully fund the Gross Settlement Amount, Plaintiff and Settlement Class Members will be bound by the Judgment entered and will release the Released Parties, and each of them, of and from any and all Released Class Claims for the Class Period. It is the desire of the Parties and the Settlement Class Members to fully, finally, and forever settle, compromise, and discharge the Released Class Claims during the Class Period. Each Settlement Class Member, except those who timely Opt-Out, will be bound to the release of Released Class Claims as a result of the Class Settlement and to the terms of the final judgment and the satisfaction of such judgment.

Settlement Class Members who do not opt out will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Action are disputed, and that their Individual Settlement Payment constitutes payment of all sums allegedly due to them. Class Members will be deemed to have acknowledged and agreed that Labor Code Section 206.5 is not applicable to the Individual Settlement Payment. That section provides in pertinent part as follows:

“An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.”

11.2 Release by the LWDA, Plaintiff, and PAGA Members. Upon the date Defendants fully fund the Gross Settlement Amount, the LWDA, the State of California, Plaintiff, and the PAGA Members shall be deemed to have released the Released Parties, and each of them, of and from any and all PAGA Released Claims during the PAGA Period.

11.3 **Release of Claims by Plaintiff.** Upon the date Defendants fully fund the Gross Settlement Amount, Plaintiff, on behalf of herself and her heirs, executors, administrators, and representatives, shall and does forever release, discharge and agrees to hold harmless the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debt and expenses (including attorney fees and costs), known or unknown, at law or in equity, which she may now have or may have after the signing of this Stipulation, arising out of or in any way connected with her employment or assignment with Defendants including, the Released Class Claims and Released PAGA Claims, claims that were asserted or could have been asserted in the Complaint, FAC, Action, and any and all transactions, occurrences, or matters between the Parties. Without limiting the generality of the foregoing, this release shall include, but not be limited to, any and all claims under the (a) Americans with Disabilities Act, as amended; (b) Title VII of the Civil Rights Act of 1964, as amended; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981, as amended; (e) the Age Discrimination in Employment Act, as amended; (f) the Fair Standards Act, as amended; (g) the Equal Pay Act; (h) the Employee Retirement Income Security Act, as amended; (i) the Consolidated Omnibus Budget Reconciliation Act; (j) the Rehabilitation Act of 1973; (k) the Family and Medical Leave Act; (l) the Civil Rights Act of 1966; (m) the California Fair Employment and Housing Act; (n) the California Constitution; (o) the California Labor Code; (p) the California Government Code; (q) the California Civil Code; and (r) any and all other federal, state and local statutes, ordinances, regulations, rules and other laws, and any and all claims based on constitutional, statutory, common law or regulatory grounds as well as any other claims based on the theories of wrongful or constructive discharge, breach of contract or implied contract, fraud, misrepresentation, promissory estoppel or intentional and/or negligent infliction of emotional distress, or damages under any other federal, state or local statutes, ordinances, regulations, rules or laws. This release is for any and all relief, no matter how denominated, including, but not limited to, overtime, wages, back pay, front pay, vacation pay, bonuses, compensatory damages, tortious damages, liquidated damages, punitive damages, damages for pain and suffering, and attorneys' fees and costs, and Plaintiffs hereby forever releases, discharges and

1 agrees to hold harmless Defendants and the Released Parties from any and all claims for attorney
2 fees and costs arising out of the matters released in this Stipulation.

3 Plaintiff acknowledges that she is aware and familiar with the provisions of section 1542 of
4 the Civil Code, or any other similar provision under federal or state law, which provides:

5 **A general release does not extend to claims which the creditor or**
6 **releasing party does not know or suspect to exist in his or her**
7 **favor at the time of executing the release and that, if known by**
8 **him or her, would have materially affected his or her settlement**
9 **with the debtor or released party.**

10 Plaintiff, being aware of section 1542, hereby expressly waives and relinquishes all rights
11 and benefits she may have under section 1542 as well as any other statutes or common law
12 principles of a similar effect. Plaintiff may hereafter discover facts in addition to or different from
13 those which she now knows or believes to be true with respect to the subject matter of all the
14 claims referenced herein, but stipulates and agrees that, upon the funding of the Gross Settlement
15 Amount, Plaintiff shall and hereby does fully, and forever settle and release any and all claims
16 against the Released Parties, known or unknown, suspected or unsuspected, contingent or non-
17 contingent, that were asserted or could have been asserted upon any theory of law or equity without
18 regard to the subsequent discovery existence of such different or additional facts.

18 **12. DUTIES OF THE PARTIES**

19 12.1 **Mutual Full Cooperation.** The Parties agree to cooperate fully with one another
20 to accomplish and implement the terms of this Agreement. Such cooperation shall include, but not
21 be limited to, execution of such other documents and the taking of such other actions as may
22 reasonably be necessary to fulfill the terms of this Settlement. The Parties shall use their best
23 efforts, including all effects contemplated by this Agreement and any other efforts that may become
24 necessary by Court order or otherwise, to effectuate the terms of this Agreement. As soon as
25 practicable after execution of this Agreement, Class Counsel, with the cooperation of Defendants
26 and Defense Counsel, shall take all necessary and reasonable steps to secure the Court's final
27 approval of this Agreement.

28 12.2 **Duty to Support and Defend the Settlement.** The Parties agree to abide by all

the terms of the Settlement in good faith and to support the Class Settlement fully and to use their best efforts to defend this Settlement from any legal challenge, whether by appeal or collateral attack.

13. MISCELLANEOUS PROVISIONS

13.1 **Different Facts.** The Parties hereto, and each of them, acknowledge that, except for matters expressly represented herein, the facts in relation to the dispute and all claims released by the terms of this Agreement may turn out to be other than or different from the facts now known by each party and/or its counsel, or believed by such Party or counsel to be true, and each Party therefore expressly assumes the risk of the existence of different or presently unknown facts, and agrees that this Agreement shall be in all respects effective and binding despite such difference.

13.2 **No Prior Assignments.** The Parties represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right herein released and discharged except as set forth herein.

13.3 **Non-Admission.** Nothing in this Agreement shall be construed as or deemed to be an admission by any Party of any liability, culpability, negligence, or wrongdoing toward any other Party, or any other person, and the Parties specifically disclaim any culpability, negligence, or wrongdoing toward each other or any other person. Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and contingencies. Nothing herein shall constitute any admissions by Defendants of wrongdoing or liability, or of the truth of any factual allegations in the Action. Nothing herein shall constitute any admission by Defendants regarding the merits of the Claims in this Action, including but not limited to claims for unpaid wages under California and/or federal law. Nothing herein shall constitute an admission by Defendants that the Action was properly brought as a class or representative action other than for settlement purposes. To the contrary, Defendants have denied and continue to deny each and every material factual allegation and all Claims. To this end, the Settlement of the Action, the negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of this Agreement or

the Settlement are not, shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Defendants or of the truth of any of the factual allegations in the Complaint in the Action; and are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omission on the part of Defendants in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal.

13.4 **Media or Press.** Plaintiff and Defendants, and their respective counsel, agree to limit public comment on this Class Settlement, the Action, and claims in the Action, stating that the matter has been resolved to the satisfaction of the Parties. Neither Plaintiff nor Defendants shall initiate public comment and/or discuss with or present to the media or press.

13.5 **Non-Retaliation.** Defendants understand and acknowledge that they have a legal obligation not to retaliate against any Settlement Class Member who elects to participate in the Settlement or elects to Opt-Out of the Class. Defendants will refer any inquiries regarding this Settlement to the Administrator or to Class Counsel and will not discourage, directly or indirectly, Class Members from opting out or objecting to the Settlement.

13.6 **Construction.** The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arms-length non-collusive negotiations between the Parties and that this Agreement is not to be construed in favor of or against any party by reason of the extent to which any Party or their counsel participated in the drafting of this Agreement. If any of the dates in the Agreement fall on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

13.7 **Governing Law.** This Agreement is intended to and shall be governed by the laws of the State of California, without regard to conflict of law principles, in all respects, including execution, interpretation, performance, and enforcement.

13.8 **Notices.** Except for the mailing of the Notice Packet to Settlement Class Members by the Administrator, any and all notices or other communications required or permitted under this Agreement shall be in writing and shall be sufficiently given if delivered in person to the Party or their counsel by U.S. certified mail, postage pre-paid, e-mail, facsimile, or overnight delivery addressed to the address of the Party appearing in this Agreement.

1 13.9 **Captions and Interpretations.** Section titles or captions contained herein are
2 inserted as a matter of convenience and for reference only and in no way define, limit, extend, or
3 describe the scope of this Agreement or any provision thereof.

4 13.10 **Modification.** This Agreement may not be changed, altered, or modified, except in
5 writing signed by the Parties and approved by the Court. This Agreement may not be discharged
6 except by performance in accordance with its terms or by a writing signed by the Parties.

7 13.11 **Integration Clause.** This Agreement contains the entire agreement between the
8 Parties relating to the Settlement of the Action and the transactions contemplated thereby, and all
9 prior or contemporaneous agreements, understandings, representations, and statements, whether
10 oral or written, and whether by a party or such party's legal counsel, are hereby superseded. No
11 rights under this Agreement may be waived except in writing as provided above.

12 13.12 **Successors and Assigns.** This Agreement shall be binding upon and inure to the
13 benefit of the Parties and Settlement Class Members (excluding only persons who timely opt-out)
14 and their respective present and former heirs, trustees, executors, administrators, representatives,
15 officers, directors, shareholders, agents, employees, insurers, attorneys, accountants, auditors,
16 advisors, consultants, pension and welfare benefit plans, fiduciaries, parent companies,
17 subsidiaries, affiliates, related companies, joint ventures, predecessors, successors, and assigns.

18 13.13 **Corporate Signatories.** Any person executing this Agreement or any such related
19 document on behalf of a corporate signatory or on behalf of a partnership hereby warrants and
20 promises, for the benefit of all Parties hereto, that such person has been duly authorized by such
21 corporation or partnership to execute this Agreement or any such related document.

22 13.14 **Execution in Counterparts.** This Agreement shall become effective upon its
23 execution by all the undersigned. The Parties may execute this Agreement in counterparts, and
24 execution of counterparts shall have the same force and effect as if all Parties had signed the same
25 instrument.

26 13.15 **Attorneys' Fees, Costs and Expenses.** Except as otherwise specifically provided
27 for herein, each Party shall bear their, her or its own attorneys' fees, costs, and expenses, taxable or
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1 otherwise, incurred by them in or arising out of the Action and shall not seek reimbursement
2 thereof from any other Party to this Agreement.

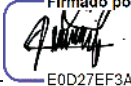
3 IN WITNESS WHEREOF, the Parties and their counsel have executed this Agreement on
4 the date below their signatures of their representatives. The date of the Agreement shall be the date
5 of the latest signature.

6
7 Date: 7-16-26

SOLOUKI | SAVOY LLP

8 By: Shoham J. Solouki
9 Shoham J. Solouki
10 Grant Joseph Savoy
Counsel for Plaintiff

11 Date: 8/7/2026

12 By:  E0D27EF3AAEA431...
13 Elizabet Magana

14
15 Date:

STRUCTURE LAW GROUP, LLP

16
17 By: _____
18 Jackie M. Ford
19 Karen F. Rothschild
Counsel for Defendants

20
21 Date:

22 By: _____
_____ on behalf of Nexsentio

23
24
25 Date:

26 By: _____
Danielle Suzanne Bunel

otherwise, incurred by them in or arising out of the Action and shall not seek reimbursement thereof from any other Party to this Agreement.

IN WITNESS WHEREOF, the Parties and their counsel have executed this Agreement on the date below their signatures of their representatives. The date of the Agreement shall be the date of the latest signature.

Date:

SOLOUKI | SAVOY LLP

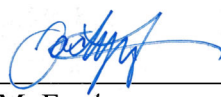
By: _____
Shoham J. Solouki
Grant Joseph Savoy
Counsel for Plaintiff

Date:

By: _____
Elizabet Magana

Date: June 11, 2026

STRUCTURE LAW GROUP, LLP

By:  _____
Jackie M. Ford
Karen F. Rothschild
Counsel for Defendants

Date: June 10, 2026

By: Danielle Bunel
_____ on behalf of Nexsentio

Date: June 10, 2026

By: Danielle Bunel
_____ Danielle Suzanne Bunel

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EXHIBIT “A”

Elizabet Magana v. Nexsentio, et al.
San Bernardino County Superior Court, Case No. CIVSB2317957
NOTICE OF PROPOSED CLASS ACTION SETTLEMENT (“Notice”)

I. WHY IT IS IMPORTANT TO READ THIS NOTICE

**PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY THE
LEGAL PROCEEDINGS IN THIS ACTION. YOU MAY BE ENTITLED TO
MONETARY COMPENSATION FROM THIS SETTLEMENT.**

YOU ARE NOT BEING SUED

You are being sent this Notice because records indicate that you were an hourly-paid employee of Nexsentio DBA Nexsentio Facility Services, Inc. (“**Nexsentio**”) in California at any time from August 8, 2019 through October 26, 2025. This Notice relates to a proposed settlement (“**Settlement**”) of a Private Attorney General Act (“**PAGA**”) and class action litigation brought against Nexsentio and Danielle Suzanne Bunel (“**Bunel**”) (together “**Defendants**”). If you are a Class Member, this Notice contains important information about your right to a payment from the Settlement or to be excluded from the class portion of the Settlement according to the procedures described below. If you are a PAGA Member, this Notice contains important information about your right to a payment from the PAGA portion of the Settlement.

Pursuant to the Order Granting Preliminary Approval of Class Action Settlement, the Superior Court for the State of California, County of San Bernardino, the Honorable Thomas S. Garza, presiding, entered on [REDACTED], 2026, you are hereby notified as follows:

A proposed Settlement has been reached between the parties in the lawsuit titled *Elizabet Magana v. Nexsentio, et al.*, San Bernardino Superior Court Case No. CIVSB2317957. The Settlement is on behalf of all persons employed by Nexsentio in the State of California as an hourly-paid employees at any time between August 8, 2019 through October 26, 2025, inclusive (the “**Class Period**”), (the “**Class**” or “**Class Members**”). Class Members’ individual recoveries may exclude recovery based on any release agreement with Defendants with respect to any wage and hour claim during the Class Period and based on the date the release agreement was entered into. You have received this notice because Defendants’ records indicate that you are a Class Member and/or PAGA Member, and therefore entitled to a payment from the settlement. The PAGA period runs from August 8, 2022 through October 26, 2025 (the “**PAGA Period**”).

In addition to conditionally approving the Settlement, the Court also conditionally approved Plaintiff Elizabet Magana (“**Plaintiff**” or “**Named Plaintiff**”) to serve as a class representative, and Grant Savoy and Shoham Solouki of Solouki Savoy, LLP, to serve as Class Counsel.

The Court will decide whether to provide final approval of the Settlement at a court hearing schedule for [DATE] at [TIME], before the Honorable Thomas S. Garza in Department S27 of the Superior Court of California, County of San Bernardino, which is located at 247 West Third Street San Bernardino, CA 92415-0210 (the “**Final Approval Hearing**”). At the Final Approval Hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. At the Final Approval Hearing, the Court will also determine Class Counsel’s request for attorneys’ fees, litigation expenses, administrative costs, penalties under Labor Code §§ 2698 et seq. and the class representative incentive award. The Final Approval Hearing may be continued by the Court without further notice to the Class. It is not necessary for you to appear at this Final Approval Hearing, but you are welcome to do so.

II. WHAT THIS LITIGATION IS ABOUT

On August 8, 2023, Plaintiff filed the Action entitled *Elizabet Magana v. Real Time Staffing Services, LLC, et al.*, Case No. CIVSB2317957, in the Superior Court of California, County of San Bernardino, on behalf of herself and all others similarly situated. The operative complaint in this Action alleges claims including for: (1) failure to provide required meal periods; (2) failure to provide required rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wage; (5) failure to timely pay wages; (6) failure to pay all wages due to discharged and quitting employees; (7) failure to maintain required records; (8) failure to furnish accurate itemized statements; (9) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (10) unfair and unlawful business practices; and (11) Private Attorneys General Act, premised on similar theories of liability (collectively, the “**Action**”).

Defendants strongly deny violating any laws or failing to pay any wages. Defendants’ procedures have at all times been in accordance with California law, including those related to meal periods, rest periods, overtime, minimum wages, timely payment of wages, record keeping, and expense reimbursements.

There has been no finding of any wrongdoing or liability by Defendants. Defendants do not admit to any wrongdoing or liability. Defendants also do not admit that the Action can or should proceed as a PAGA and/or class action. There has been no trial in this case. Instead, both sides recognize the risks, expenses, and disruption associated with continued litigation and they have therefore chosen to resolve their differences by entering into a settlement. By doing so, the parties can avoid the cost of a trial, yet PAGA Members and Class Members, if the court grants final approval of the Settlement, are still entitled to receive payments. The parties entered into this settlement after arms-length negotiations while using the services of an experienced and neutral mediator. The Plaintiff and Class Counsel believe that the proposed settlement is fair and reasonable and is in the best interest of the PAGA Members and Class Members.

Plaintiff and Defendants (where appropriate, Plaintiff and Defendants will be collectively referred to as the “**Parties**”) have now reached the Settlement on behalf of the Class. Accordingly, the Parties have entered into a Joint Stipulation of Settlement and Release of Class Action (the “**Settlement Agreement**”), which the Court preliminarily approved on [DATE].

The Parties and their respective counsel recognize the inherent risk and expense of continued proceedings necessary to continue this Action. The Parties and their counsel have also taken into account the extensive settlement negotiations that have been conducted. Based on the foregoing, the Parties believe the Settlement confers substantial benefits to all Class Members, is a fair, adequate, and reasonable settlement, and is in the best interests of all Class Members. The Court finds only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing.

III. SUMMARY OF THE SETTLEMENT TERMS

The Parties have agreed to settle the Action in exchange for the Class Settlement amount of no more than Six Hundred Thousand Dollars (\$600,000.00) (“**Gross Settlement Amount**”). The Gross Settlement Amount includes: (a) the Individual Settlement Payments to the Class Participants; (b) the attorneys’ fees award to Class Counsel of up to Two Hundred and Eight Thousand, Three Hundred and Thirty three Dollars and Thirty-Three Cents (\$208,333.33); (c) reimbursement of reasonable documented costs incurred by Class Counsel not to exceed of Thirty Thousand Dollars and Zero Cents (\$30,000.00); (c) the Incentive Award to the Named Plaintiff, in an amount not to exceed Ten Thousand Dollars (\$10,000.00); (d) Administrative Expenses to Apex Class Action Administrators (the “**Settlement Administrator**”), in an amount no greater than Seventeen Thousand, Three Hundred and Ninety Dollars (\$17,390.00); and (e) payment to the California Labor and Workforce Development Agency (“**LWDA**”) in the amount of \$30,000.00 as the LWDA’s share of the settlement of the PAGA penalties.

The balance that remains after the foregoing deductions for the Incentive Award to the Named Plaintiff, attorneys' fees and costs to Class Counsel, payment to the LWDA, and the Administrative Expenses (the "**Net Settlement Amount**") will be paid to PAGA Members and Class Members who do not opt out of the class portion of the settlement ("**Class Participants**") as Individual Settlement Payments according to the formula set forth below.

The Settlement Administrator will make Individual Settlement Payments to each Class Participant. All PAGA Members will receive their share of the PAGA portion of the settlement regardless of whether they choose to opt out of the class settlement. The Net Settlement Amount shall be divided between all PAGA Members and Class Participants based on the number of workweeks for which they were employed by Nexsentio as hourly-paid employees in California during the Class Period.

The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

The Administrator will calculate Individual PAGA Payments by (a) dividing \$10,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

Based on the Settlement Administrator's review of Defendant's records, the Settlement Administrator intends to credit YOU the following number of Class Workweeks and/or PAGA Pay Periods:

Class Member Name: NAME Class Workweeks: # PAGA Pay Periods: #

IRS Forms W-2 and/or 1099 will be distributed to PAGA Members and Class Participants and the appropriate taxing authorities reflecting the payments that PAGA Members and Class Participants receive under the Settlement. PAGA Members and Class Participants should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this Settlement, each Individual Settlement Payment: (1) for PAGA Members will be allocated 100% to penalties and, (2) for Class Participants will be allocated as 20% to wages, 30% to interest and 50% to penalties. The wage portion of each Class Participant's Individual Settlement Payment will be subject to applicable payroll taxes and withholdings.

Checks made payable to PAGA Members and Class Participants shall remain negotiable for one hundred eighty (180) days. To the extent that this Notice and/or the Individual Settlement Payment checks are undeliverable, or the Individual Settlement Payment checks are uncashed 180 days after the date listed on the check, the Administrator shall transmit the residue of the amount of those checks, up to \$25,000, to Defendants and any remaining cash residue beyond \$25,000 shall be transmitted, after the Court approves the final accounting, to Legal Aid at Work (LAAW), which is a nonprofit organization providing civil legal services to indigent working families, in compliance with California Code of Civil Procedure Section 384, subd. (b).

Any Class Participant who disagrees with the data used to calculate his or her claim as reflected in this Notice shall be allowed to indicate and explain such disagreement by submitting a written statement explaining your dispute to the Settlement Administrator. All Pay Period Dispute Forms and written disputes must be postmarked, emailed or faxed to the Settlement Administrator no later than forty-five (45) days after the date the Notice is first mailed (the "**Dispute Deadline Date**"). The Settlement Administrator shall resolve the disagreement with the Class Participant using the employee records provided by Defendants and the Class Participant. The date of the postmark on the envelope or the date of emails or fax confirmations sent to the Settlement Administrator shall be the exclusive means used to determine whether a Class

Participant has “timely” disputed the calculation or application of the formula for determining Individual Settlement Payments.

IV. YOUR OPTIONS UNDER THE SETTLEMENT

Option 1 — Do Nothing: if you WANT to receive an Individual Settlement Payment

Participation in this Settlement does not require the submission of a claim form. Accordingly, if the Court grants final approval of the Settlement at the Final Approval Hearing, and you have not affirmatively opted-out of the class portion of the Settlement by preparing and returning an opt-out request described in Option 2 below, you will be mailed a check for your Individual Settlement Payment, minus applicable withholdings, by the Settlement Administrator. You will be bound by the Released Claims and all other terms of the Settlement unless you follow Option 2 below. Defendants will not retaliate against any employee because he or she chooses to participate in this Settlement.

Option 2 — Opt Out of the Settlement: if you opt-out of the Settlement, you will NOT receive an Individual Settlement Payment for the Class Portion of the Settlement.

If you do not wish to participate in the Settlement, you may exclude yourself from participating in the class portion of the settlement by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice, have decided not to participate in the Settlement, and desire to be excluded or that you “opt-out” from the Settlement. If you do not submit a timely written request to opt-out, then you will be bound by the release of claims as set forth in Section V below (“Released Claims”) and all other terms of the Settlement. Your written request (the “Opt-Out Statement”) should state (or contain words substantially similar to) the following:

“I have received the Notice of Class Action Settlement of the Action titled *Elizabet Magana v. Nexsentio, et al.*, San Bernardino County Superior Court Case No. CIVSB2317957. I wish to opt out of the Settlement. I understand that by requesting to be excluded from the Settlement Class, I will not receive any payment from the Settlement approved by the Court in the Action.”

However, Class Members do not have to use the aforementioned specific language to exclude themselves from the Settlement. The written Opt-Out Statement also must set forth your full name (including the name you used while employed with Defendant, if different), address, last four digits of your Social Security Number, and telephone number. You must sign, date, and either email, mail or fax the Opt-Out Statement to the Settlement Administrator by First Class U.S. Mail to the address, fax number or email address below:

Elizabet Magana v. Nexsentio, et al. Class Action Settlement
[APEX Class Action Administration]
[street address/P.O. Box]
[City, State, Zip Code]
[phone number]
[fax number]
[email address]

If you wish to exclude yourself from this proposed Settlement, you must submit a written Opt-Out Statement to the Settlement Administrator no later than [Response Deadline].

If you submit an Opt-Out Statement that is not postmarked, emailed or faxed by [Response Deadline], subject to the Court’s final determination, it may be rejected and you will be included in the Settlement

Class and bound by the Released Claims and all other terms of the Settlement, and you will receive the appropriate Individual Settlement Payment. Similarly, should you receive and cash a check for your Individual Settlement Payment and elect to opt-out of the Settlement, your attempt to opt-out may be deemed void and you will be included in the Settlement Class and bound by the Released Claims and all other terms of the Settlement. Similarly, if you submit both an Opt-Out Statement and an objection, your Opt-Out Statement will be deemed void. Even if a Class Member opts out of the Settlement, the Class Member shall still receive a share of the PAGA payment and release of that claim (if you worked any pay periods during the PAGA period). There is no mechanism to opt out of the PAGA portion of this settlement.

Option 3 — Make an Objection With the Court and Remain a Member of the Settlement Class

A Class Participant, who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the class portion of the proposed Settlement. To object to the Settlement, you must remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement.

If you wish to object to the Settlement, then you may do so by submitting a written objection to the Settlement Administrator. If you wish to submit a written objection to the Settlement, then you must submit your written statement to the Settlement Administrator by either mail, fax or email. A written objection must include your name, address, telephone number, last four digits of your Social Security number, and must state with particularity the factual and legal basis on which any objections are asserted.

All written objections must be submitted to the Settlement Administrator by either mail, email, or fax not later than [Response Deadline]. The date of the postmark on the mailing envelope, or the date of the fax or email transmission to the Settlement Administrator shall be the exclusive means used to determine whether a written objection was timely submitted.

The Court will hear from any class member who attends the final approving hearing and asks to speak.

V. THE BINDING EFFECT OF THE SETTLEMENT

Upon the date Defendants fully fund the Gross Settlement Amount, Plaintiff and Settlement Class Members will be bound by the Judgment entered and will release Defendants and their officers, directors, managers, owners, executives, partners, employees, shareholders, agents, attorneys, and any other successors, assigns, or legal representatives, and any of Defendants' former and present parents, subsidiaries, successors, and affiliates, and their officers, directors, managers, owners, executives, partners, employees, shareholders, agents, attorneys, and any other successors, assigns, or legal representatives ("**Released Parties**"), and each of them, of and from any and all Released Class Claims for the Class Period. It is the desire of the Parties and the Settlement Class Members to fully, finally, and forever settle, compromise, and discharge the Released Class Claims during the Class Period. Each Settlement Class Member, except those who timely Opt-Out, will be bound to the release of all claims, rights, demands, liabilities, damages, penalties, attorneys' fees, costs, and causes of action of every nature and description, arising from any and all claims which were asserted in First Amended Complaint, or reasonably could have been asserted based on the facts alleged in the First Amended Complaint, including statutory, constitutional or common law claims for wages, damages, unpaid costs, liquidated damages, penalties, interest, attorneys' fees, litigation costs, restitution, equitable relief, or other relief based on the following claims: all claims for (1) failure to provide required meal periods; (2) failure to provide required rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wage; (5) failure to timely pay wages; (6) failure to pay all wages due to discharged and quitting employees; (7) failure to maintain required records; (8) failure to furnish accurate itemized statements; (9) failure to indemnify employees for necessary expenditures incurred in discharge of duties; and (10) unfair and unlawful business practices ("**Released Class Claims**") as a result of the Class Settlement and to the terms of the final judgment and the satisfaction of such judgment.

Upon the date Defendants fully fund the Gross Settlement Amount, the LWDA, the State of California, Plaintiff, and the PAGA Members shall be deemed to have released the Released Parties, and each of them, of and from any and all claims, theories, and causes of action alleged or that could have been alleged or otherwise raised based on the factual allegations set forth in Plaintiff's letter to LWDA dated August 8, 2023 and First Amended Complaint. This includes theories under Labor Code sections 200-204, 210, 226, 226.2, 226(a), 226(e), 226.2, 226.3, 226.7, 226.8, 350, 351, 403, 404, 510, 512, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802 and corresponding Wage Orders, including theories for (1) failure to provide required meal periods; (2) failure to provide required rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wage; (5) failure to timely pay wages; (6) failure to pay all wages due to discharged and quitting employees; (7) failure to maintain required records; (8) failure to furnish accurate itemized statements; (9) failure to indemnify employees for necessary expenditures incurred in discharge of duties. ("**PAGA Released Claims**") during the PAGA Period.

If the Settlement is not finally approved by the Court, or if any of its conditions are not satisfied, the Settlement will be voided, no money will be paid, and the Action will revert to litigation. However, if that happens, there is no assurance that: (a) any decision at trial would be in favor of any Class Members; (b) a favorable trial decision, if any, would be as favorable to any Class Members as the Settlement; or (c) any favorable trial decision would be upheld if an appeal was filed. The Court has expressed no opinion regarding the merits of the claims asserted in the Action.

VI. ADDITIONAL INFORMATION

This Notice is only a summary of the Action and the Settlement. For a more detailed statement of the matters involved in the Action and the Settlement, you may refer to the pleadings, the Settlement Agreement, and other papers filed in the Action, which may be inspected at the Records public window of the San Bernardino Superior Court, 247 West Third Street San Bernardino, CA 92415-0210, during regular business hours of each court day.

To the extent there are any conflicts between this Notice and the terms of Settlement Agreement, the terms of the Settlement Agreement will govern.

DO NOT CALL OR CONTACT THE CLERK OF THE COURT OR THE JUDGE FOR INFORMATION ABOUT THE SETTLEMENT.

If you have any questions about the Settlement, you may contact the Settlement Administrator at the following addressee or numbers:

[_____] Class Action Administration]
[street address/P.O. Box]
[City, State, Zip]
[Phone Number]
[Fax Number]