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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF SAN DIEGO**

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| **KYLEE WOLF, on behalf of all others similarly situated, and as a proxy for th LWDA**<br><br>**Plaintiff,**<br><br>**vs.**<br><br>**KINDRDED SPIRITS DM, LLC, a Californi limited liability company; and DOES 1-100, inclusive,**<br><br>**Defendants.** | **Case No.: 37-2023-00044442-CU-OE-CTL**<br><br>**JOINT STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT AND RELEASE** |

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This Joint Stipulation of Class and PAGA Representative Action Settlement and Release ("Settlement Agreement" or "Settlement"), is entered into between Plaintiff Kylee Wolf ("Plaintiff" or "Wolf"), on behalf of herself and others similarly situated and as a proxy for the LWDA Defendant Kindred Spirits DM, LLC ("Defendant"). Wolf and Kindred Spirits DM, LLC are collectively referred to as the "Parties."

## I. RECITALS.

1. On August 7, 2023, Plaintiff Wolf sent notice to the Labor and Workforce Development Agency ("LWDA") and Defendant regarding various Labor Code sections allegedly violated by Defendant. On October 11, 2023, after having exhausted the administrative prerequisites, Wolf filed this lawsuit in the San Diego County Superior Court, *Wolf v. Kindred Spirits DM, LLC*, Case No. 37-2023-0004442-CU-OE-CTL (the "Action"). Wolf asserted individual and class claims and sought civil penalties and injunctive relief under the California Private Attorneys General Act ("PAGA"). Plaintiff sought to recover damages and penalties on behalf of herself and all other similarly situated employees, and as a proxy for the LWDA,as a result of Defendant's alleged (1) failure to provide meal periods and meal period premiums, (2) failure to provide rest periods and rest period premiums, (3) failure to pay all wages on separation, (4) failure to furnish accurate, itemized wage statements, (5) unfair business practices under Business and Professions Code section 17200; and (6) violations of the Private Attorneys General Act of 2004. Plaintiff also sought to recover damages for individual claims, which were separately resolved through a privately negotiated settlement.

2. In conjunction with and in order to facilitate the negotiated resolution, the Parties stipulated to allow Wolf to file a First Amended Complaint stating causes of action on a class-wide basis for (1) failure to pay wages for all hours worked, (2) failure to provide meal periods, (3) failure to provide rest periods, (4) failure to pay all wages on separation, (5) failure to furnish accurate, itemized wage statements, (6) violation of California Business & Professions Code 17200, (7) a claim for civil penalties pursuant to the PAGA, and (8) an individual claim for failure to reimburse employee expenses (the "FAC"). The FAC was filed on November 21, 2025.

3. Between August 2024 and September 29, 2025, as part of formal and informal discovery and settlement negotiations, Defendant provided Class Counsel with hundreds of pages of documents relating to its policies, practices and procedures, all records relating to Plaintiff, over 1,800 pages of payroll register records relating to putative Class Members between January 14, 2022 and March 29, 2025, 350+ pages of time records representing all punch entries for putative class members between December 2024 and March 2025. In conjunction with those same negotiations, Class Counsel and Defendant's Counsel corresponded regarding the strengths and weaknesses of each side's claims and defenses, the certifiability of any potential class claims, and the potential scope of Defendant's liability.

4. On September 29, 2025 the Parties participated in a full-day mediation with experienced wage and hour mediator Glenn Lerman. The mediation extended the entire day and ultimately resulted in an agreed upon resolution following a jointly accepted mediator's proposal and a corresponding Memorandum of Understanding.

5. In November 2025, the Parties executed the Memorandum of Understanding.

6. On November 21, 2025, pursuant to stipulation, Plaintiff filed a First Amended Individual, Class, and Representative Action Complaint (the "FAC") to facilitate the Court's review of the proposed settlement.

7. For purposes of this Settlement only, Wolf contends and Defendant does not dispute that there is sufficient evidence to support the requisites for certification of each of the Class. The Parties agree that certification for purposes of the settlement is in no way an admission that class certification is proper under the more stringent standard applied for litigation purposes. If for any reason this settlement does not become final, the certification will have no force or effect and will immediately be revoked.

8. For the purposes of settlement only:

a. There are believed to be 237 Class Members who worked approximately 23,240 Workweeks during the Class Period, which is so numerous as to make it impractical to join all Settlement Class Members;

b. The Settlement Class is ascertainable from Defendant's records;

c. Common questions of law and fact exist;

d. The claims of the Class Representative are typical of the claims of the Class Members and the Class Representative is an adequate representatives of the Class and should be appointed as such;

e. Wolf was employed as a non-exempt employee between May 2021 and October 6, 2022 and is an adequate representative of the Class.

f. Wolf and Mayall Hurley P.C. are adequate to represent the Class and should be appointed as Class Representative and Class Counsel, respectively;

g. The prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications, which could establish incompatible standards of conduct;

h. Questions of law and fact common to the members of the Class predominate over questions affecting individual members of the Class and a class action is superior to other available means for the fair and efficient adjudication of the controversy; and

9. By entering into this Settlement, Defendant admits no liability and explicitly denies any liability or wrongdoing of any kind arising from the claims alleged in the Action. This Settlement shall not constitute an admission by Defendant as to any interpretation of applicable law or as to the merits, validity, or accuracy of any of the claims made against it in the Action, or that the claims alleged are suitable for class treatment.

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## II. DEFINITONS.

10. "Administrator" or "Settlement Administrator" refers to Phoenix Class Action Administration Solutions the third-party administrator whom the Parties have selected to administer the Settlement in accordance with the terms set forth herein, subject to the approval of the Court.

11. "Attorneys' Costs" means reasonable attorneys' costs approved by the Court for Class Counsel's litigation and resolution of the Action incurred and to be incurred by Class Counsel in the Action up to, but estimated not to exceed, Twelve Thousand Five Hundred Dollars ($12,500). Attorneys' Costs shall be paid to Class Counsel. All Attorneys' Costs shall only be paid from the Gross Settlement Amount.

12. "Attorneys' Fee Award" means the attorneys' fees agreed upon by the Parties herein and approved by the Court for Class Counsel's litigation and resolution of the Action up to, but not to exceed, one third of the Gross Settlement Amount (presently $133,333.33). Attorneys' Fees shall only be paid to Class Counsel from the Gross Settlement Amount.

13. "Class" or "Class Members" refers collectively to all non-exempt employees of Defendant who worked in California any time between October 11, 2019 and October 31, 2025 ("Class Period"). Defendant represents there are approximately 237 Class Members who worked 23,240 workweeks during the Class Period.

14. "Class Action" refers to the class action as set forth in the SAC identified in the recitals above, *Wolf v. Kindred Spirits DM, LLC* San Diego County Superior Court Case No. 37-2023-00044442-CU-OE-CTL.

15. "Class Counsel" refers to Mayall Hurley P.C., by and through Lead Counsel Jenny D. Baysinger and Robert J. Wassermann.

16. "Class List" refers to the list of Class Member information to be provided to the Administrator by Defendant.

17. "Class Notice" refers to the Notice of Proposed Class Action Settlement, substantially in the form attached as Exhibit 1, as it may be modified by agreement of the Parties or upon order of the Court, which will be sent to the Class Members.

18. "Class Representative" refers to Plaintiff Kylee Wolf.

19. "Class Representative Enhancement Award" shall mean an award up to, but not to exceed, Five Thousand Dollars ($5,000) to Plaintiff Kylee Wolf in recognition of her efforts and work in prosecuting the Action on behalf of Class Members and PAGA Members, risks undertaken for the payment of costs in the event of loss, and the giving of a general release of all claims. The Class Representative Enhancement Award shall be paid from the Gross Settlement Amount.

20. "Defendant" refers to Defendant Kindred Spirits DM, LLC.

21. "Defense Counsel" refers to Heather N. Stone of Lagasse Branch Bell & Kincaid. LLP.

22. "Effective Date" shall mean the date upon which all of the following have occurred: (i) the Court has approved the Settlement; (ii) the Court has issued the Final Order and entered Judgment in accordance with the terms described herein; (iii) if there is an appeal of the Court's Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court, and (iv) if there is an intervenor/objector and no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

23. "Employee-side Taxes and Withholdings" shall mean the employee's share of any and all applicable federal, state or local income and payroll taxes including, but not limited to those collected under authority of the Federal Insurance Contributions Act ("FICA"), FUTA and/or SUTA on the portion of any Participating Class Member's Settlement Share that constitutes wages. The Employee-side Taxes and Withholdings will be withheld from and paid out of the Net Settlement Amount.

24. "Employer-side Taxes" shall mean and refer to Defendant's share of federal, state and/or local payroll taxes that are owed on the portion of any Participating Class Member's Settlement Share that constitutes wages. The Employer-side Taxes shall be separately paid by Defendant and shall not be paid from the Gross Settlement Amount or Net Settlement Amount.

25. "Final Approval Hearing" means the hearing set by the Court for the purpose of determining, inter alia, (1) the fairness, adequacy, and reasonableness of the settlement, (2) the Service Payment to Plaintiff, (3) the fees and costs of Class Counsel, (4) the fees and costs of the Settlement Administrator, and (5) the payment to the California Workforce and Development Agency ("LWDA").

26. "Gross Settlement Amount" refers to the maximum amount which Defendant is obliged to pay under this Settlement Agreement, i.e., $400,000. The Gross Settlement Amount does not include Employer-side Taxes on the wage portion of the settlement.

27. "Net Settlement Amount" refers to the Gross Settlement Amount, less the Court-approved (a) fees and costs of the Administrator, (b) payment to the California Labor and Workforce Development Agency ("LWDA"), (c) Class Representative Service Award of Wolf, and (d) Attorney's Costs and Attorneys' Fee Award of Class Counsel.

28. "Order of Final Approval" refers to the order of the Court granting final approval of this Settlement and entering a judgment approving this Settlement on substantially the same terms provided herein or as may be modified by subsequent agreement of the Parties.

29. "Order of Preliminary Approval" or "Preliminary Approval Order" refers to the order of the Court granting preliminary approval of this Settlement and authorizing dissemination of the Class Notice, substantially in the form attached hereto as Exhibit 2, as it may be modified by agreement of the Parties or upon order of the Court.

30. "PAGA Member(s)" and "PAGA Group" for purposes of this Settlement shall be defined as: All non-exempt employees of Defendant who worked in California any time between August 7, 2022 and October 31, 2025 ("PAGA Period").

31. "Participating Class Members" refers to all Class Members who do not opt-out of the settlement.

32. "Parties" refers to the Class Representative and Defendant.

33. "Plaintiff" refers to Plaintiff Kylee Wolf.

34. "Released Class Claims" refers collectively to the claims released by Participating Class Members, as defined in Paragraph 62.

35. "Released PAGA Claims" means the PAGA claims released by Wolf on behalf of herself and the other allegedly aggrieved employees and the Labor and Workforce Development Agency ("LWDA"), described in detail in Paragraph 63, as against Defendant and the Released Parties.

36. "Released Parties" means Defendant, its past, present, and/or future subsidiaries, parents, affiliated and related companies, divisions, successors, predecessors or assigns; and their past, present and future officers, directors, owners, shareholders, partners, managing agents, agents, members, insurers, employees, advisors, accountants, representatives, trustees, heirs, executors, administrators, predecessors, successors or assigns (collectively, the "Released Parties").

37. "Response Deadline" means forty-five (45) days after the Administrator mails the Class Notice to Class Members.

38. "Settlement Share" refers to the payment that a Participating Class Member is entitled to receive pursuant to the Settlement.

39. "Qualified Settlement Fund" or "QSF" means an account that will qualify and be characterized as a Qualified Settlement Fund under the provisions of the U.S. Treasury Regulations l.468B-1 and 1.468B-5, to be set up as provided below, and into which the Gross Settlement Amount is to be deposited as agreed herein, to be administered in a manner consistent with applicable law and the terms of this Settlement.

## III. APPLICATION FOR APPROVAL OF THE SETTLEMENT, CLASS CERTIFICATION, DISSEMINATION OF NOTICE, AND SETTING OF FINAL APPROVAL HEARING.

40. Within ten (10) calendar days after the full execution of this Agreement, Wolf shall apply to the Court for approval of the Settlement, including an Order of Preliminary Approval that, among other things, (a) preliminarily approves the Settlement under the legal standards relating to the approval of class action settlements; (b) preliminarily certifies the Class for settlement purposes only; (c) approves the Class Notice and authorizes dissemination of the same; (d) preliminarily approves Wolf as Class Representative; (e) preliminarily approves Mayall Hurley as Class Counsel; (f) preliminarily approves Phoenix Class Action Administration Solutions to serve as Administrator; and (g) sets a Final Approval Hearing and briefing schedule. Should this Settlement not become effective for any reason, the fact that the Parties stipulated to certification of a Settlement Class shall have no bearing on and shall not be admissible on the question of whether a class action should be certified in a non-settlement context.

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## IV. CONSIDERATION FOR THE SETTLEMENT.

41. Gross Settlement Amount.

The Parties agree to settle this Class Action for the Gross Settlement Amount of $400,000. The settlement is an all-in non-reversionary settlement and there shall be no reversion to Defendant. The Gross Settlement Amount and other actions and forbearances taken by Defendant are paid in full and final settlement of (a) the Released Class Claims, (b) the Released PAGA Claims, (c) the fees and costs of the Administrator, (d) the Class Representative Service Award to Wolf, and (e) the Attorneys' Costs and Attorneys' Fee Award of Class Counsel. The Gross Settlement Amount shall be deposited into the QSF within 30 calendar days of the Effective Date. The Gross Settlement Amount does not include the Employer-side Taxes which also must be paid by Defendant.

42. Allocation of the Gross Settlement Amount.

Subject to Court approval, the Gross Settlement Amount of $400,000 will be allocated as follows:

(i) Up to $8,000 for the fees and costs of the Administrator;
(ii) $5,000 Class Representative Service Award to Wolf;
(iii) $20,000 representing the amount of the Gross Settlement Amount allocated to resolve PAGA claims;
(iv) Up to $12,500 to Class Counsel for Attorneys' Costs; and
(v) Up to $133,333.33 payment to Class Counsel for the Attorneys' Fee Award.

The remainder constitutes the Net Settlement Amount and is expected to be: $221,166.67.

43. Reasonable Fees and Costs of the Settlement Administrator.

All of the Administrator's fees and costs, which are not to exceed $8,000 unless otherwise approved by the Court, will be paid out of the Gross Settlement Amount from the QSF.

44. Payment to the LWDA under the PAGA.

$20,000 of the Gross Settlement Amount is allocated to the PAGA claims, 75% of which or $1,500 will be paid to the LWDA and 25% of which or $5,000 will be distributed to the PAGA Members.

45. Class Representative Service Award to Wolf.

Subject to Court approval, Wolf will apply for a Class Representative Service Award not to exceed $5,000, or 1.25% of the Gross Settlement Amount, in consideration for Wolf's efforts on behalf of the Class including, but not limited to, assisting in fact gathering and consulting with Class Counsel, reviewing the Class Claims and the settlement terms to determine their fairness, adequacy, and reasonableness, and participating in mediation and settlement negotiations and the drafting of this Settlement Agreement. Any Service Award approved by the Court will be paid out of the Gross Settlement Amount and shall be in addition to any Settlement Share Wolf may be entitled to under the terms of the Settlement. In addition to the claims released under the Settlement, and as set forth in greater detail below, Wolf will also provide a general release which includes a California Civil Code section 1542 waiver. The Administrator will issue an IRS Form 1099 for any Service Award approved by the Court. The Administrator shall mail the Service Award to Wolf within 10 days after Defendant funds the QSF or the Effective Date, whichever is later. Defendant does not oppose this proposed Service Award.

46. Reasonable Attorneys' Fees and Costs to Class Counsel.

Subject to Court approval, Class Counsel will apply to the Court for an award of attorneys' fees and costs incurred in connection with the prosecution of this matter; all of the work remaining to be performed including, but not limited to, documenting the Settlement; finalizing the Class Notice; soliciting bids from, negotiating with, and retaining the Administrator; preparing all of the motions and documents necessary to secure Court approval of the Settlement (including all related appellate work); carrying out their duties to see that the Settlement is fairly administered and implemented; and responding to questions from Class Members.

Class Counsel will apply to the Court for an award of attorneys' fees in an amount not to exceed one-third of the Gross Settlement Amount, or $133,333.33, and declared costs of up to $12,500. Defendant does not oppose Class Counsel's request. The fees and costs awarded to Class Counsel by the Court shall be paid out of the Gross Settlement Amount from the QSF. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel in connection with this payment. The Settlement Administrator shall mail the attorneys' fees and costs awarded to Class Counsel within ten (10) days after Defendant funds the QSF or the Effective Date, whichever is later.

In the event that a lesser sum is awarded for the attorneys' fees and costs referenced above, the approval by the Court of any such lesser sum(s) shall not be grounds for Plaintiff and/or Class Counsel to terminate the Settlement, but such an order shall be appealable by them. In the event that such an appeal is filed, final funding and administration of the portion of the attorneys' fees and/or costs award and/or service payment in dispute will be segregated and stayed pending the exhaustion of appellate review. If, after the exhaustion of any such appellate review, additional amounts are distributable to the Participating Class Members, the cost of administration of the payments to them will be paid out of such additional amounts and not by Defendant. Any amount not awarded in attorneys' fees, costs and Service Award shall be added to the Net Settlement Amount and distributed to the Participating Class Members in accordance with the terms of the Settlement.

47. Tax Treatment of Settlement Shares.

For the purpose of taxes and required withholdings, the Parties agree that the various Net Settlement Amounts allocated to each Class shall be treated as follows: 20% of each Participating Class Member's Settlement Share is in settlement of wage claims, and so is subject to wage withholdings and shall be reported on an IRS Form W-2; 80% of each Participating Class Member's Settlement Share is in settlement of claims for statutory damages and interest, and shall be reported on an IRS Form 1099 and no withholdings will be made.

Prior to the distribution of Settlement Shares, the Administrator shall calculate the total taxes and withholdings required as a result of the wage portion of the Settlement Share and such actual amount will be deducted therefrom. Additionally, within 5 days of the Effective Date, or earlier upon Defendant's request, the Administrator shall calculate the Employer-side Taxes due on the wage portion of the Settlement Shares and issue instructions to Defendant as to the amount necessary to separately fund these obligations. The Parties understand that Participating Class Members who receive Settlement Shares under this Settlement shall be solely responsible for any and all individual tax obligations on the non-wage portion of their Settlement Share, and will indemnify and hold harmless Defendant for any taxes, interest or penalties that may be incurred by Defendant on the non-wage portion of the Participating Class Member's Settlement Share if any taxing authority disputes the allocation of the settlement payment.

48. No Effect on Employee Benefit Plans.

Neither this Settlement nor any amounts paid hereunder will modify any previously credited hours, days, or weeks of service under any employee benefit plan, policy or bonus program sponsored by Defendant.

49. Undistributed Funds.

In the event that any checks mailed to Participating Class Members remain uncashed after the expiration of 180 days, or an envelope mailed to a Participating Class Member is returned and no forwarding address can be located for the Participating Class Member after reasonable efforts have been made (including but not limited to skip tracing), then the funds will be sent to the State Controller Unclaimed Property Fund.

## V. ADMINISTRATION OF THE SETTLEMENT.

50. Duties of the Administrator.

The Administrator shall perform the duties required by this Settlement by, among other things, and without limitation, (i) receiving and updating through normal and customary procedures the list of Class Members to be produced by Defendant, so that it is updated prior to the mailing of the Class Notice; (ii) populating, printing and mailing the Court-approved Class Notice (along with self-addressed return envelope); (iii) establishing and maintaining a settlement website in the manner described below; (iv) responding to Class Member inquiries as appropriate; (v) performing necessary additional skip traces on any notices and/or checks returned as undeliverable; (vi) calculating the Settlement Shares of the Participating Class Members; (vii) resolving disputes during the administration process in the manner described below; (viii) reporting to Class Counsel and Defense Counsel regarding administration of the Settlement; (ix) establishing the QSF in the manner described below; (x) preparing and mailing settlement checks to the Participating Class Members; (xi) preparing and mailing the Court-approved payments to itself, Class Representative Wolf, and Class Counsel; (xii) preparing all appropriate tax forms required in connection with the payments called for by this Settlement and remitting those forms and all required payments to the appropriate governmental agencies; (xiii) preparing a final report summarizing the administration of the Settlement; and (xiv) generally performing all normal and customary duties associated with the administration of such settlements.

51. Creation and Maintenance of Website.

Within 10 calendar days of its receipt of the Class List, the Administrator shall initiate a website in conjunction with its administration of the Settlement. The Administrator's website will (a) provide notice of and information about the Settlement to Settlement Class Members, and (b) allow Settlement

Class Members to view the Settlement Agreement, Order of Preliminary Approval, Motion for Final Approval, Motion for Attorneys' Fees, Costs and Services Payment, and Order of Final Approval as each is filed with or by the Court. The domain name used for the Administrator's website will be subject to the Parties' reasonable approval. The Administrator shall take down the website within 10 calendar days following the Court's Order of Final Approval, unless the Court orders otherwise.

52. Dispute Resolution.

The Administrator shall have the initial responsibility for resolving any disputes that arise during the administration of the Settlement including, without limitation, disputes regarding whether a Class Member is entitled to a Settlement Share and, if so, the amount thereof. In resolving such disputes, Defendant's employment records shall be presumed accurate and correct, and shall be final and binding unless the information submitted by the individual (e.g., time records, wage statements, employment records, etc.) proves otherwise. In the event that the Administrator cannot resolve a dispute based upon a review of Defendant's records, the Administrator will schedule a call with Class Counsel and Defense Counsel to discuss and resolve the dispute. After such call, the Administrator will resolve the dispute and such resolution will be final and binding on the Class Member.

53. Establishing the Qualified Settlement Fund.

The Administrator shall be responsible for establishing a QSF upon the Court's approval to do so, which approval the Parties will jointly seek. The QSF will be taxed as a separate entity for purposes of all federal, state, and local taxes, and the Parties agree to treat the QSF on a basis consistent therewith. Any interest accrued shall inure to the benefit of the Class. The Gross Settlement Amount shall be deposited into the QSF within 20 calendar days of the Effective Date. Defendant may, at its discretion, deposit the Gross Settlement Amount at an earlier date.

## VI. CLASS LIST, NOTICE TO CLASS MEMBERS, PARTICIPATION IN THE SETTLEMENT, AND SETTLEMENT SHARES.

54. Provision of the Class List.

Within 14 calendar days of the Court's entry of the Order of Preliminary Approval, Defendant shall provide the Administrator with the Class List containing the following for each Class Member: (i) name, (ii) last known address, (iii) social security number, and (iv) dates of employment during the applicable period. This information shall be treated by the Administrator as strictly confidential.

55. Notice to Class Members.

Promptly upon receipt of the Class List, the Administrator shall access the National Change of Address Database ("NCOA") and update the addresses provided by Defendant. Within 10 days after receipt of the Class List, the Administrator shall mail the Class Notice to each Class Member via first-class mail. For each notice returned as undeliverable before the Response Deadline, the Administrator shall promptly attempt to determine a correct address using its best efforts and shall resend the notice to any new address determined thereby.

As set forth above, the Administrator's website, which will contain information regarding the settlement, including a copy of this Settlement Agreement, will also be active and available to Class

Members from the date of the mailing of the Class Notice through 10 days after the Order of Final Approval.

56. Participation in the Settlement.

Class Members are not required to file claims in order to be eligible to participate in this settlement and receive their Settlement Share. Every Class Member who does not opt out will be a Participating Class Member and receive a share of the Net Settlement Amount.

57. Calculation of Settlement Shares.

The amount of each Participating Class Member's Settlement Share shall be determined by the Administrator as follows:

> The Settlement Share for each Participating Class Member will be determined by the number of workweeks worked by the Participating Class Member during the Class Period in proportion to the total workweeks worked by all Participating Class Members. For purposes of this calculation, workweeks will be calculated based on the number of weeks in which a Class Member worked at least one shift.

The Administrator shall mail the Settlement Shares to Participating Class Members within ten (10) days after Defendant funds the QSF or the Effective Date, whichever is later.

58. Procedures for Challenges.

A Class Member may, before the Response Deadline, dispute the amount of his or her Settlement Share, and the data used to calculate it, by timely sending a written notice to the Administrator informing the Administrator of the nature of the dispute and providing any records or documentation supporting his or her position. In response to such a challenge, Defendant will first verify the accuracy of the information contained in its records. Next, Class Counsel and Defense Counsel will make a good faith effort to resolve the dispute informally. If Class Counsel and Defense Counsel are unable to agree, the dispute shall be resolved by the Administrator after examination of the records provided by the Class Member and Defendant. The Administrator's determination will be final and binding.

If, before the Response Deadline, an individual not previously identified in the Class List asserts his or her membership in the Class and seeks recovery under the Settlement, the Administrator shall provide Class Counsel and Defense Counsel with the evidence submitted by the individual. To be eligible for recovery under this Settlement, individuals must provide sufficient proof to the Administrator supporting their request for inclusion, including specific evidence establishing that they qualify as a Class Member as defined herein. If Class Counsel and Defense Counsel agree an individual is not a Class Member, the Administrator will inform the individual that his or her request for inclusion has been rejected. If Class Counsel and Defense Counsel are unable to agree, the dispute shall be resolved by the Administrator after examination of the records provided by the Class Member and Defendant. The Administrator's determination will be final and binding.

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## VII. EXCLUSIONS, OBJECTIONS AND BINDING EFFECT OF SETTLEMENT.

59. Right of Class Members to Opt Out of Settlement.

The Class Notice will advise the Class Members of their right exclude themselves or opt out of the Settlement. To be effective, requests for exclusion must (a) be submitted in writing to the Administrator, postmarked before the Response Deadline (i.e., no later than forty-five (45) calendar days from the date of mailing of the Class Notice); (b) contain the individual's full name, current home (or mailing) address, and the last four digits of his or her social security number; and (c) include written affirmation of his or her desire to opt out of the Settlement, containing the following or substantially similar language:

> "I elect to opt-out of the *Wolf v. Kindred Spirits DM, LLC* class action settlement. I understand that by doing so, I will not be able to participate in the settlement, and will not receive a share of the settlement."

The Administrator shall email copies of any opt-outs received to all counsel within 48 hours of its receipt of same. The Class Notice shall include the specific address to which requests for exclusion must be mailed as well as a summary of the foregoing. Any Member who timely requests exclusion from this Settlement shall not have any rights under the Settlement, shall not be entitled to receive a Settlement Share, shall not be bound by the Settlement or the Order of Final Approval, and shall not have the right to file an objection to the Settlement.

60. Right of Class Members to Object to Settlement.

The Class Notice will advise each Class Member of his or her right object to the Settlement. To be effective, objections must (a) be mailed to the Court and the Administrator, postmarked before the Response Deadline (i.e., no later than forty-five (45) calendar days from the date of mailing of the Class Notice); (b) clearly identify the case name and number; (c) contain the objector's full name, current home (or mailing) address, and the last four digits of his or her social security number; (d) clearly and concisely state all grounds for the objection; (e) indicate whether the objector is represented by counsel and, if so, identify such counsel; (f) indicate whether the objector and/or his or her counsel intend to appear at the Final Approval Hearing; and (g) be signed by the objector or his or her counsel.

The Class Notice shall include the specific address to which objections must be mailed as well as a summary of the foregoing. No Class Member may be heard at the Final Approval Hearing unless he or she has complied with these requirements, and any Class Member who fails to comply with these requirements shall be deemed to have waived his or her right to object to the Settlement. Any Class Member whose objection is overruled will be deemed to be a Participating Class Member and subject to the terms of this Settlement and the Court's Order of Final Approval.

61. Binding Effect on Participating Class Members.

All Participating Class Members will be bound by the terms and conditions of this Settlement, the Court's Order of Final Approval, and the releases set forth herein.

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## VIII. RELEASES

62. Released Class Claims.

As of the Effective Date and full funding of the QSF, and in exchange for the consideration provided herein, the Participating Class Members hereby forever and completely release and discharge Defendant and the Released Parties from all claims alleged in the Operative Complaint that were asserted on a class-wide basis, or that could have been pled based on the factual allegations in the Operative Complaint, specifically including without limitation claims for failure to calculate and pay overtime wages, failure to provide meal and rest periods and pay associated premiums, failure to pay all wages due on separation (i.e., waiting time penalties), payroll stub/wage statement violations, and unfair business practices that occurred within the Class Period. The individual claims asserted within the Operative Complaint, which are comprised of the eighth through fourteenth causes of action, are expressly excluded from this Class Release. The class release will be as to the released parties, which shall include Defendant and its past, present and future subsidiaries, parents, affiliated and related companies, divisions, successors, predecessors or assigns; and their past, present, and future officers, directors, owners, shareholders, partners, managing agents, agents, members, insurers, employee, advisors, accountants, representatives, trustees, heirs, executors, administrators, predecessors, successors or assigns (collectively, the "Released Parties").

63. Released PAGA Claims.

As of the Effective Date and full funding of the QSF, it is understood and agreed that Plaintiff, on behalf of herself, the Labor and Workforce Development Agency, and the other aggrieved employees in the State of California, releases Defendant and Released Parties from all PAGA Claims alleged in the Operative Complaint that occurred during the PAGA Period. The PAGA release will be as to the Released Parties, which shall include Defendant and their past, present and future subsidiaries, parents, affiliated and related companies, divisions, successors, predecessors or assigns; and their past, present, and future officers, directors, owners, shareholders, partners, managing agents, agents, members, insurers, employee, advisors, accountants, representatives, trustees, heirs, executors, administrators, predecessors, successors or assigns (collectively, the "PAGA Released Parties").

64. Release by Class Representative.

As of the Effective Date and full funding of the QSF, Wolf hereby fully and forever releases, waives, discharges and promises not to sue or otherwise institute or cause to be instituted any legal or administrative proceedings against Defendant or the Released Parties with respect to any and all liabilities, claims, demands, contracts, debts, obligations and causes of action of any nature, kind, and description, whether in law, equity or otherwise, whether or not now known or ascertained, which currently do or may exist, including without limitation any matter, cause or claim arising out of or related to facts or events occurring prior to the execution of this Settlement Agreement, and/or arising from and relating to either Class Representative's employment with Defendant, including, but not limited to, any claims arising under any federal, state or local law or statute, including without limitation: (a) any claims that were or could have been brought under California Labor Code sections 132a, 201, 202, 203, 204, 216, 218, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 432.5, 510, 512, 558, 1050, 1054, 1194, 1194.2, 1197, 1198, 2698 *et seq.* ("PAGA"), 2800, *et seq.*, the applicable Industrial Welfare Commission Wage Orders, and all related or corresponding federal laws, and all implementing regulations and interpreting guidance; (b) any claims that were or could have been brought under California Corporations Code, and California Business and Professions Code, including but not limited to California Business and Professions Code section 17200 *et seq.* as unlawful, fraudulent or misleading based on the claims, facts and allegations alleged in the Action (including, but not limited to, claims of conduct unlawful under state or federal law); (c) any other causes of action, including those seeking premiums, penalties, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting, whether such causes of action are in tort, contract, equity, or pursuant to a statutory remedy; (d) any claims arising under the Age Discrimination in Employment Act of 1967, Fair Labor Standards Act, Americans with Disabilities Act, Rehabilitation Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act, Family and Medical Leave Act, Worker Adjustment and Retraining Notification Act, Immigration Reform and Control Act and the Immigration and Naturalization Act, California Labor Code (including but not limited to Section 132a), California Corporations Code, California Business and Professions Code, California Fair Employment and Housing Act, California Worker Adjustment and Retraining Notification Act, California Workers' Compensation Act, California Family Rights Act, Unruh Act California Constitution, (all as amended); (e) federal and state wage and hour laws, laws of contract and tort; (f) all claims for discrimination, harassment, retaliation, wrongful termination, emotional distress, defamation, libel, slander, invasion of privacy, unfair business practices, misrepresentation, fraud; (g) any claim for recovery of unpaid wages, lost wages, overtime compensation, commissions, bonuses, missed meal and period periods, benefits, medical expenses, business expenses, severance, penalties, other employment compensation, other economic and non-economic damages, penalties, liquidated damages, compensatory damages, punitive damages, injunctive relief, reinstatement, attorney's fees, costs, expenses and any other statutory or common law claims relating to employment or the recruitment therefor or the termination thereof; (h) any claim for breach of contract, breach of the covenant of good faith and fair dealing, infliction of emotional distress, misrepresentation, invasion of privacy, malicious prosecution; and (i) recovery of any other type arising under federal, state or local law. This general release is not intended to affect, and does not affect, a release of any claims that may not be waived pursuant to statute or other applicable law.

Plaintiff understands and agrees that this release, applies to all claims, known and presently unknown, by him, and that this means that if he hereafter discovers facts different from or in addition to those which he now knows or believes to be true, that all of the releases, waivers, discharges and promises not to sue or otherwise institute legal action shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery of such facts. Accordingly, Plaintiff hereby agrees that he fully and forever waives any and all rights and benefits conferred upon him by the provisions of Section 1542 of the Civil Code of the State of California which states as follows:

> A general release does not extend to claims that the creditor or releasing party [i.e., Plaintiff] does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party [i.e., Defendant and the Released Parties].

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## IX. FINAL SETTLEMENT APPROVAL.

65. A Final Approval Hearing shall be held for the purpose of considering, inter alia, (a) the fairness, adequacy, and reasonableness of the Settlement; (b) the Service Payment to Plaintiff; (c) the fees and costs of Class Counsel; and (d) the propriety of any timely objections, as well as Class Counsel and Defense Counsel's response thereto. The date of the Final Approval Hearing shall be set by the Court and notice of such shall be provided to Class Members in the Class Notice. Although the Court may continue the Final Approval Hearing without further notice to the Settlement Class Members, the Administrator's website will be updated to provide this information.

Upon final approval of the Settlement, the Parties will respectfully request the Court enter an Order of Final Approval:

(i) Approving the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;
(ii) Approving payment to the Administrator;
(iii) Approving the Class Representative Service Award to Wolf for her service as a Class Representative;
(iv) Approving Class Counsel's application for Attorneys' Costs and Attorneys' Fee Award;
(v) Permanently enjoining and restraining Participating Class Members from and against initiating or pursuing against Defendant any individual, representative, or class claims released by this Settlement;
(vi) Entering judgment in this Class Action consistent with the terms of this Settlement; and
(vii) Retaining jurisdiction to the extent necessary over the subject matter of the Class Action and over the Parties and Settlement Class Members to enforce the terms of the Settlement.

## X. TERMINATION OF THE SETTLEMENT AND ESCALATOR CLAUSE.

66. Grounds for Termination of the Settlement.

Either Party may terminate this Settlement if the Court declines to enter the Order of Preliminary Approval in substantially the form agreed and submitted by the Parties (incidental or minor changes ordered by the Court are not grounds for termination) attached hereto as Exhibit 2, or the Settlement as agreed does not become final for any reason. The terminating party must give written notice to the other party no later than 10 days after the Court acts. If the settlement is terminated, Defendant shall have no obligation to make any payments under the Settlement.

67. Defendant's Right to Terminate the Settlement.

Notwithstanding any other provision in this Settlement, if ten percent (10%) or more of the Class Members opt out of the Settlement, Defendant shall have the right, in its sole discretion, to rescind, nullify, and terminate the Settlement within fourteen (14) calendar days after the expiration of the Response Deadline. The Settlement Administrator shall notify Defense Counsel and Class Counsel via email immediately if the 10% threshold for opt-outs is exceeded. If Defendant exercises this right, however, it shall be responsible for the reasonable fees and costs of the Administrator to that point. No Party shall encourage or solicit opt-outs.

68. Effect of Termination.

If the Settlement is terminated in accordance with the terms set forth herein (a) the Settlement shall have no force or effect, and no party shall be bound by any of its terms, except as otherwise provided herein; (b) the Order of Preliminary Approval and/or Order of Final Approval shall be vacated; (c) the Settlement and all negotiations, statements, and proceedings related thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Class Action prior to the settlement; and (d) neither this Settlement Agreement, nor the filings in connection with the approval thereof being sought, shall be admissible or offered into evidence in the Class Action or in any other action for any reason whatsoever.

69. Escalator Clause

In the event of an increase in workweeks of more than 10% from original estimate of 23,240 workweeks. Specifically, if the number of workweeks is 25,564 or more, the settlement amount shall be increased by the percentage that the actual number of workweeks exceeds 25,564. However, should the number of workweeks exceed 25,564, and Plaintiff elects to enforce the escalator clause, Defendant will have the right, in the exercise of its sole discretion, to limit the class period to the time at which the number of workweeks reaches 25,564. If the escalator clause is triggered and Plaintiff elects to enforce it, Defendant shall have 14 days to determine whether to accept the increased GSA or limit the class period. If Defendant does not make an affirmative election within that timeframe, the GSA will increase.

## XI. MISCELLANEOUS TERMS.

70. Mutual Cooperation.

The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, executing and amending such documents and taking such other actions as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. Neither party, nor their counsel, employees, or agents, shall solicit or encourage any Class Members to exclude themselves from the Settlement or object to the Settlement.

71. Class Counsel Signatories.

It is agreed that because of the anticipated large number of Participating Class Members, it will be impossible or impractical to have each Participating Class Member execute this Settlement Agreement. As such, Class Counsel is signing on behalf of the Participating Class Members. In addition, the Class Notice will advise Class Members of the binding nature of the Settlement, and their right to opt out and/or object, and thus the Settlement Agreement shall have the same force and effect as if it were executed individually by each Participating Class Member.

72. No Publicity.

Both before and following the execution of this Settlement Agreement by the Parties and their counsel, Plaintiff, Defendant, and their respective counsel agree that no Party shall issue any press release to the news media, nor shall any Party communicate in any way with news media concerning the settlement or the Class Action except in response to specific questions, which responses shall be limited to matters that appear in the public record. This provision shall not apply to or limit the public filing of motions or other case materials in the Class Action related to seeking and obtaining Court approval of the proposed Settlement Agreement, the fees and costs of Class Counsel, the service payment to the Class Representative, and the other relief set forth in this Settlement Agreement. This provision also shall not prohibit Class Counsel from responding to specific questions from Settlement Class Members or citing the Settlement as evidence of their experience in filings in other actions.

73. Interim Stay of Proceedings.

Pending the completion of the approval process, the Parties agree to a stay of all proceedings in the Class Action except those necessary to implement the Settlement itself.

74. Notices.

Any notices, requests, demands, or other communications required or necessitated by this Settlement Agreement shall be in writing and, except as provided elsewhere in this Settlement Agreement, shall be delivered as follows:

(i) If to Plaintiff or Class Counsel, then to:

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Jenny D. Baysinger, Esq.
Robert J. Wassermann, Esq
Mayall Hurley P.C.
112 S Church Street
Lodi, CA 95240
Email: rwassermann@mayallaw.com
Email: jbaysinger@mayallaw.com

(ii) If to Defendant or Defense Counsel, then to:

Heather N. Stone, Esq.
Lagasse Branch Bell & Kincaid
4365 Executive Drive, Suite 950
San Diego, CA 92121
Email: hstone@lbbklaw.com

75. Retention of Jurisdiction by the Court.

Following approval of the Settlement and the Court's entry of the Order of Final Approval, the Court shall retain jurisdiction for the purpose of addressing any issues which may arise with respect to the administration of the Settlement or the enforcement of the Settlement's terms.

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76. Entire Agreement.

This Settlement Agreement and the attached exhibits set forth the entire agreement of the Parties and supersede any and all prior agreements and all negotiations leading up to the execution of the Settlement Agreement, whether oral or written, regarding the terms contained herein.

77. Modification or Amendment.

This Settlement Agreement may not be modified, amended or altered except in a writing signed by the Parties or their authorized legal representatives, or as ordered by the Court.

78. Choice of Law.

This Settlement Agreement shall be governed by and construed, enforced and administered in accordance with the laws of the State of California.

79. Construction.

This Settlement Agreement is entered into freely and voluntarily without duress or undue pressure or influence of any kind or nature whatsoever and neither Party has relied on any promises, representations or warranties regarding the subject matter hereof other than as set forth in this Agreement. Each Party has been represented by counsel in the settlement negotiations leading up to, and in connection with the preparation and execution of, this Settlement Agreement. The Parties acknowledge and agree that all Parties had an equal hand in drafting this Agreement so that it shall not be deemed to have been prepared or drafted by one Party or another. All Parties waive the provisions of California Civil Code section 1654 (and any other equivalent state, federal, or local provision), which provides, in part, that "the language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist."

80. Execution in Counterparts.

This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Any signature to this Settlement transmitted by facsimile and any copies of any signatures are valid and binding.

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81. Authority.

The individuals signing this Settlement represent and warrant that they are authorized to execute this Settlement and to take all appropriate action required and permitted to be taken by this Settlement Agreement, except such action that is the prerogative of the Court.

**DATED:** January 1/30/2026 __, 2026

Signed by:
26C51EA503D1492...

By________________________
Kylee Wolf
Plaintiff

**DATED:** January __, 2026

By________________________
______________ ______________
______________ ______________
Defendant Kindred Spirits DM, LLC

APPROVED AS TO FORM AND CONTENT:

**DATED:** January 30, 2026 **MAYALL HURLEY P.C.**

By________________________
JENNY D. BAYSINGER
Attorneys for Wolf and the Putative Class

**DATED:** January _____, 2026 **LAGASSE BRANCH BELL & KINCAID LLP**

By________________________
HEATHER N. STONE
Attorneys for Defendant

The individuals signing this Settlement represent and warrant that they are authorized to execute this Settlement and to take all appropriate action required and permitted to be taken by this Settlement Agreement, except such action that is the prerogative of the Court.

**DATED:** January __, 2026

By______________________________

Kylee Wolf
Plaintiff

**DATED:** January __, 2026

By______________________________

Andrew Vick, Managing Member
Defendant Kindred Spirits DM, LLC

APPROVED AS TO FORM AND CONTENT:

**DATED:** January _____, 2026 **MAYALL HURLEY P.C.**

By______________________________

JENNY D. BAYSINGER
Attorneys for Wolf and the Putative Class

**DATED:** January _____, 2026 **LAGASSE BRANCH BELL & KINCAID LLP**

By______________________________

HEATHER N. STONE
Attorneys for Defendant

# EXHIBIT 1

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**
**COUNTY OF SAN DIEGO**

| | |
|---|---|
| **KYLEE WOLF, on behalf of all others similarly situated, and as a proxy for the LWDA,**<br><br>**Plaintiff,**<br>**v.**<br><br>**KINDRDED SPIRITS DM, LLC, a California limi[t] liability company; and DOES 1-100, inclusive,**<br><br>**Defendants.** | **Case No.: 37-2023-00044442-CU-OE-CTL**<br><br>**NOTICE OF PENDENCY OF CLASS ACTION, PRELIMINARY APPROVAL OF SETTLEMENT AND HEARING FOR FINAL APPROVAL** |

**IMPORTANT: YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY. YOU ARE NOT BEING SUED.**

**TO: All non-exempt employees of Kindred Spirits DM, LLC who worked in California at any time between October 19, 2019 and October 31, 2025.**

**RE: Notice of settlement of a class action lawsuit for alleged wage and hour violations and announcement of a court hearing that you may choose to attend. You are entitled to a payment under the terms of this class action settlement.**

| **YOUR LEGAL RIGHTS AND OPTIONS UNDER THIS SETTLEMENT:** | |
|---|---|
| **DO NOTHING** | **If you do nothing, you will be included as a member of the class, you will be bound by this Settlement, and you will receive a payment.** |
| **EXCLUDE YOURSELF** | **If you wish to be excluded from the Settlement, you must submit a written election not to participate known as an "opt-out" by no later than __________, ___ 2026. If you opt out, you will not be bound by the Settlement and will not receive a payment.** |
| **OBJECT** | **You may submit a written objection about why you do not like the Settlement. Any objection must be received by __________, ___ 2026. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement.** |
| **GO TO A HEARING** | **Write to the Claims Administer and ask to speak to the Court about why you do not like the Settlement.** |

## 1. WHY DID I RECEIVE THIS NOTICE?

A proposed class action and PAGA settlement of the above-captioned action (the "Settlement") pending in the Superior Court of the State of California, in and for the County of San Diego (the "Court") has been reached between Plaintiff Kylee Wolf ("Plaintiff") and Defendant Kindred Spirits

DM, LLC ("Defendant") and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement. This Notice, which has been approved by the Court, is only a summary. A more detailed document, called the "Joint Stipulation of Class and PAGA Representative Action Settlement and Release", containing the complete terms of the settlement is on file with the Court and available at ______________ (settlement admin web address)

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement. To exclude yourself from, or object to, the Settlement you must take action by certain deadlines. If you want to be part of the Settlement, you don't need to do anything to obtain your Individual Class Settlement Payment. Defendant will not retaliate against you for any actions you take with respect to the Settlement

## 2. WHAT IS THIS LAWSUIT ABOUT?

On October 11, 2023, Plaintiff filed a Complaint in the Superior Court of California, County of San Diego case number 37-2023-00044442-CU-OE-CTL (the "Action") against Kindred Spirits DM, LLC (referred to as the "Defendant"). On November 21, 2025, Plaintiff filed a First Amended Complaint stating causes of action on a class-wide basis for (1) failure to pay wages for all hours worked, (2) failure to provide meal periods, (3) failure to provide rest periods, (4) failure to pay all wages on separation, (5) failure to furnish accurate, itemized wage statements, (6) violation of California Business & Professions Code 17200 (the "Class Allegations"). Plaintiff also seeks to recover civil penalties based on these allegations as a proxy for the California Labor and Workforce Development Agency (the "LWDA") pursuant to the Labor Code Private Attorneys General Act of 2004 (the "PAGA Claims"). Plaintiff also asserted a number of individual claims pursuant to the California Fair Employment & Housing Act that were separately resolved pursuant to a confidential settlement agreement.

Defendant denies and disputes all claims, specifically including all of those alleged in the Action, the Class Allegations, and the PAGA Claims. Specifically, Defendant contends that Plaintiff and the Class were properly compensated for wages under California law; that Plaintiff and the Class were provided with meal and rest periods and/or premiums in compliance with California law; that Defendant complied with California wage statement and payroll requirements; that Defendant is not liable for any of the damages or penalties claimed or that could be claimed in the Action; and that this Action cannot be maintained as a class action.

The Court granted preliminary approval of the Settlement on _________, 2026. At that time, the Court also preliminarily approved Plaintiff to serve as Class Representative and the law firm of Mayall Hurley P.C. to serve as Class Counsel

## 3. WHAT ARE THE TERMS OF THE SETTLEMENT?

<u>Gross Settlement Amount</u>. Defendant has agreed to pay an "all in" amount of Four Hundred Thousand Dollars ($400,000) (the "Gross Settlement Amount" or "GSA") to fund the settlement of this Action. The Gross Settlement Amount includes all payments for Participating Class Members' Settlement Shares, the costs of the Settlement Administrator, the Attorneys' Fee Award and Attorneys' Costs, Plaintiff's Class Representative Enhancement Award, and the PAGA Penalties allocation. Any employer-side payroll taxes on the portion of Participating Class Members' Settlement Shares allocated to wages shall be separately paid by Defendant.

Within thirty (30) calendar days of the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. The "Effective Date" shall be the date upon which all of the following have occurred: (i) the Court has approved the Settlement; (ii) the Court has issued the Final Order and entered Judgment in accordance with the terms described herein; (iii) if there is an appeal of the Court's Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court, and (iv) if there is an intervenor/objector and no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment. Ten (10) calendar days after the settlement is funded, the Settlement Administrator will mail checks for the Settlement Shares to Participating Class Members.

<u>Amounts to be Paid From the Gross Settlement Amount</u>. The following proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before Settlement Shares are distributed to Class Members who do not request exclusion ("Participating Class Members"):

- <u>Settlement Administration Costs</u>. Payment to the Settlement Administrator, estimated not to exceed $8,000, for expenses, including without limitation expenses of notifying the Class Members of the Settlement, processing exclusion requests and objections, distributing Individual Class Settlement Payments, the PAGA Penalties and PAGA Member Payments, and tax forms, and handling inquiries and uncashed checks.
- <u>Class Counsel's Attorneys' Fee Award, and Attorneys' Costs</u>. Payment to Class Counsel of reasonable attorneys' fees not to exceed thirty-three and one-third percent (33.33%) of the Gross Settlement Amount, which is presently $133,333.33, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed $12,500. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will request and the final amounts to be paid will be decided by the Court at the Final Approval Hearing.
- <u>Class Representative Enhancement Award</u>. The Class Representative Enhancement Award in an amount not to exceed $5,000 to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook. The amount stated is what Plaintiff will request and the final amount to be paid will be decided by the Court at the Final Approval Hearing.
- <u>PAGA Penalties</u>. A payment of $20,000 relating to the PAGA Claims; $15,000 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA Payment"). The remaining $5,000 (the "PAGA Members Payment") will be distributed to Class Members employed during the PAGA Period (August 7, 2022 to October 31, 2025) based on the number of pay periods worked during the PAGA Period. Class Members employed during the PAGA Period will receive a pro rata distribution of the PAGA Members Payment, regardless of whether they submit a Request for Exclusion and will release the Released PAGA Claims set forth below.

<u>Calculation of Payments to Class Members</u>. After all of the payments of the Court-approved Class Counsel's Attorneys' Fee Award, Attorneys' Costs, the Class Representative Enhancement Award, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Distribution Fund", shall be distributed as Individual Class Settlement Payments to the Participating Class Members. The Net Settlement

Amount is estimated to be at least $221,166.67, based upon the above proposed deductions. The Net Settlement Amount will be distributed to Participating Class Members as Settlement Shares calculated as follows:

> The Settlement Share for each Participating Class Member will be determined by the number of workweeks worked by the Participating Class Member during the Class Period in proportion to the total workweeks worked by all Participating Class Members. For purposes of this calculation, workweeks will be calculated based on the number of weeks in which a Class Member worked at least one shift.

**If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. In addition, if the Settlement is approved by the Court and you were employed during the PAGA Period, you will automatically be mailed a check for your individual share of the PAGA Members Payment. You do not have to do anything to receive a payment.** If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. For tax purposes, the Settlement Shares shall be allocated as follows: for Participating Class Members – 20% to wages, subject to withholdings for amounts paid as wages and for which an IRS W-2 Form shall be issued, and 80% to interest and penalties for which IRS 1099 Forms shall be issued. The entirety of any PAGA Members' Payment shall be allocated as penalties for which IRS 1099 Forms shall be issued. Class Members are responsible for all tax liability in relation to payments made to them under the Settlement. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court granting final approval of the Settlement and entering the Judgment.

## 4. WHAT AM I GIVING UP IF I DO NOT OPT OUT OF THE SETTLEMENT?

If the Settlement is approved, upon the Effective Date and Defendant's full funding of the Gross Settlement Amount, each Participating Class Member will release and discharge the Defendant and all of its past, present and future subsidiaries, parents, affiliated and related companies, divisions, successors, predecessors or assigns; and their past, present, and future officers, directors, owners, shareholders, partners, managing agents, agents, members, insurers, employee, advisors, accountants, representatives, trustees, heirs, executors, administrators, predecessors, successors or assigns ("Released Parties") from certain claims and liabilities as follows:

> As of the Effective Date and full funding of the QSF, and in exchange for the consideration provided herein, the Participating Class Members hereby forever and completely release and discharge Defendant and the Released Parties from all claims alleged in the Operative Complaint that were asserted on a class-wide basis, or that could have been pled based on the factual allegations in the Operative Complaint, specifically including without limitation claims for failure to calculate and pay overtime wages, failure to provide meal and rest periods and

pay associated premiums, failure to pay all wages due on separation (i.e., waiting time penalties), payroll stub/wage statement violations, and unfair business practices that occurred within the Class Period. The individual claims asserted within the Operative Complaint, which are comprised of the eighth through fourteenth causes of action, are expressly excluded from this Class Release.

**If you do NOT exclude yourself by following the procedures set forth in this Notice and the Court approves the proposed Settlement, you will be deemed to have released the aforementioned claims, as appropriate, and will receive a payment.**

## 5. HOW MUCH WILL MY PAYMENT BE?

**Defendant's records reflect that you have worked <<_____>> workweeks for Defendant during the Class Period of October 11, 2019 through October 31, 2025.**

**Based on this information, your estimated Settlement Share from the Net Settlement Amount is <<_______>>.**

**Defendant's records reflect that you have worked <<_____>> pay periods for Defendant during the PAGA Period of August 7, 2022 through October 31, 2025.**

**Based on this information, your estimated distribution from the PAGA Members Payment is <<_______>>.**

If you wish to challenge the information set forth above, then you must submit a written and signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than ________________ [forty-five (45) days after the mailing of the Class Notice or 15 additional days after re-mailing, whichever is later] ("Response Deadline"). .

## 6. HOW DO I RECEIVE A PAYMENT?

All Class Members will receive a payment under this Settlement unless they opt out. If you are a Class Member and you move or change your address, and you want to receive your payment at your new address, you must send a notice of your change of address to the Settlement Administrator ______________________.

## 7. WHAT ARE MY RIGHTS AND OPTIONS?

If you are a Class Member as defined above, you have the following rights and options under the proposed Settlement:

**A. Participate in the Settlement, be represented by Class Counsel, and take no action.**

If you take no further action, you will be a Participating Class Member, will be represented by Class Counsel, and will have the right to a share of the Net Settlement Amount. If the Settlement is approved by the Court, you will be bound by the terms of the Settlement and, as set forth above, will give up the Released Class Claims.

**B. Participate in the Settlement, but elect to hire your own attorney.**

If you do not wish to be represented by Class Counsel, you may hire your own attorney. Your attorney must send a Notice of Appearance to the Settlement Administrator at the address listed below, so that it is received no later than __________, ___ 2026. You will be responsible for any attorneys' fees and costs charged by your attorney.

**C. Exclude yourself from the Settlement by opting out.**

If you are a Class Member but do not want to participate in the settlement, you may exclude yourself by opting out. If you choose to optout, you will lose any right to participate in the settlement and you will not be eligible to receive a share of the Net Settlement Amount. You will be free to pursue any claims you may have against Defendant on your own behalf, but Class Counsel will not represent you.

In order to opt-out, you must notify the Settlement Administrator in writing, at the address listed below. In order to be effective, your opt-out must be postmarked or delivered to the Settlement Administrator no later than [45 days from the mailing of the Class Notice], and must be signed, contain your full name, current home (or mailing address), the last four digits of your Social Security number, and written affirmation of your desire to optout containing the following or substantially similar language:

> "I elect to optout of the *Wolf v. Kindred Spirits DM, LLC* class action settlement. I understand that by doing so, I will not be able to participate in the settlement, and will not receive a share of the settlement."

If you do not comply with these procedures, you will lose any opportunity to exclude yourself from the settlement, will be a Participating Class Member, will be represented by Class Counsel, and will receive a Settlement Share Net Settlement Amount. If the Settlement is approved by the Court, you will be bound by the terms of the settlement and, as set forth above, will give up the Released Class Claims against Defendant.

**D. Object to the terms of the Settlement.**

If you are dissatisfied with the terms of the Settlement, you may, but are not required to, object to the Settlement. All objections and supporting papers must (a) clearly identify the case name and number (*Wolf v. Kindred Spirits DM, LLC* San Diego County Superior Court, Case No. 37-2023-00044442-CU-OE-CTL), (b) include your full name, address, telephone number, and the last four digits of your Social Security Number, (c) concisely state the grounds for your objection, (d) indicate whether you are represented by counsel and, if so, identify such counsel, (e) indicate whether you would like to appear at the Final Approval Hearing, and (e) be signed. To be timely, your objection must be mailed to the Court and the Settlement Administrator, postmarked on or before [45 days following the mailing of the Notice].

If you have filed a timely and proper objection, you also may, but are not required, to appear and present argument at the Final Approval Hearing. Objections not timely postmarked or delivered by [45 days after the mailing of the Notice] will not be considered by the Court. If you file an objection that is not timely, or that does not include the information specified above, you will have no right to appear and present any argument at the Final Approval Hearing.

You may be represented by an attorney at the Final Approval Hearing. Any attorney who will represent an individual objecting to the settlement must file a notice of appearance with the Court and serve counsel for all parties on or before [45 days after the mailing of the Notice]. All objections or other correspondence must state the name and number of the case – *Wolf v. Kindred Spirits DM, LLC.*, San Diego County Superior Court, Case No. 37-2023-00044442-CU-OE-CTL.

## 8. WHEN IS THE COURT HEARING AND WHAT IS IT FOR?

The Court will hold the Final Approval Hearing in the Superior Court of California, County of San Diego Hall of Justice, 330 W Broadway, San Diego, CA 92101, on __________, ___ 2026, at __:__a.m. in Department C-69, to determine whether the settlement should be finally approved as fair, reasonable and adequate. The Court will also be asked to approve the fees and costs of the Settlement Administrator, the PAGA penalty allegation, the Enhancement Payment to the Class Representative, and the Attorneys' Fee Award, and Attorneys' Costs. **It is not necessary for you to appear at this hearing to participate in the settlement.** If you want to be heard orally in support of or in opposition to the Settlement, either personally or through counsel, you must comply with the procedures set forth above.

## 9. HOW CAN I GET MORE INFORMATION?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the Class Action Settlement and Release of Claims. The Class Action Settlement and Release, as well as the pleadings and other records in this litigation, including Motion for Preliminary Approval, Motion for Final Approval, and Motion for Attorneys' Fees, Costs and Service Payment, are available by visiting the Court Clerk's Office, located at 330 West Broadway, San Diego, California 92101, at any time between 8:30 a.m. and 3:30 p.m., Monday through Friday, excluding Court Holidays. You may also view the Court's Order of Preliminary Approval and, once they are filed, the Motion for Attorneys' Fees, Costs and Enhancement Payment, Motion for Final Approval, and Order Granting Final Approval, online at website address.

If you have questions about the Settlement, you may contact Class Counsel or the Claims Administrator as follows:

| Class Counsel | Claims Administrator |
|---|---|
| Jenny D. Baysinger, Esq.<br>Robert J. Wasserman, Esq.<br>112 S Church Street<br>Lodi, CA 95240<br>Telephone: (209) 477-3833 | |

**PLEASE DO NOT WRITE OR TELEPHONE THE COURT FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.**

**THE COURT HAS APPROVED THIS NOTICE.**

# EXHIBIT 2

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO

| | |
|---|---|
| KYLEE WOLF, on behalf of all others similarly situated, and as a proxy for the LWD<br><br>Plaintiff,<br><br>vs.<br><br>KINDRDED SPIRITS DM, LLC, a California limited liability company; and DOES 1-100, inclusive,<br><br>Defendants. | Case No.: 37-2023-00044442-CU-OE-CTL<br><br>**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** |

Plaintiff Kylee Wolf's unopposed Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion") came on regularly for hearing on ____________, 2026 at 9:00 a.m. in Department C-69, before the Honorable Evan P. Kirvan. Jenny D. Baysinger appeared on behalf of Plaintiff Kylee Wolf ("Plaintiff") and Heather N. Stone appeared on behalf of Defendant Kindred Spirits DM, LLC ("Defendant"). The Court, having fully and carefully reviewed Plaintiff's Motion, the memorandum and declaration in support thereof, and the Settlement Agreement including the proposed Class Notice, hereby makes the following determinations and orders[1]:

1. Plaintiff Kylee Wolf is preliminarily appointed as Class Representative.

2. Mayall Hurley P.C., by and through Jenny D. Baysinger and Robert J. Wassermann, is hereby preliminarily approved and appointed as Class Counsel.

3. Phoenix Class Action Administration Solutions is appointed as the Settlement Administrator and shall administer the Settlement in accordance with the terms set forth in the Settlement Agreement and perform the functions set forth therein. The Court also preliminarily approves declared fees and costs of administering the Settlement of up to $8,000.

[1] All terms used in this Order Granting Preliminary Approval of Class Action Settlement (the "Order") shall have the same meanings given those terms in the Parties' Joint Stipulation for Class and PAGA Representative Action Settlement and Release ("Settlement Agreement" or "Settlement"), a copy which is attached as **Exhibit 1** to the Declaration of Jenny D. Baysinger filed with the Motion.

4. The Class of employees covered by the Parties' Settlement consists of:

> All non-exempt employees of Kindred Spirits DM, LLC who worked in California any time between October 11, 2019 and October 31, 2025 (the "Class"). SA ¶ 10.

5. Pursuant to California Civil Procedure section 382, and for purposes of settlement only, the Class is preliminarily and conditionally certified. The Class is estimated to consist of 237 individuals.

6. The Court grants preliminary approval of the Settlement between Plaintiff and Defendant, based upon the terms set forth in the Settlement Agreement.

   a. As to the Class, the Settlement Agreement appears to be fair, adequate and reasonable, and the Court preliminarily approves the terms of the Settlement Agreement.

   b. The Court approves, as to form and content, the Class Notice, in substantially the form attached as **Exhibit 1** to the Settlement Agreement**.** The Court further approves the procedure by which Class Members may opt out of, and object to, the Settlement as set forth in the Settlement Agreement and the Class Notice.

7. The Court directs mailing of the Class Notice in accordance with the terms of the Settlement Agreement and on the schedule set forth below. The Court finds the dates selected for the mailing and distribution of the Class Notice, as set forth below, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

8. Subject to further consideration by the Court at the time of the Final Approval Hearing, the proposed PAGA Penalties of $20,000 and payment to the LWDA of $15,000 is preliminarily approved. Distribution of $5,000 to Class Members employed during the PAGA Period ("PAGA Members") based on the formula outlined in the Settlement Agreement is also approved.

9. Subject to further consideration by the Court at the time of the Final Approval Hearing, the proposed Class Representative Enhancement Award of $5,000, 1.25% of the Gross Settlement Amount, to Plaintiff Kylee Wolf for her service as Class Representative is preliminarily approved.

10. Subject to further consideration by the Court at the time of the Final Approval Hearing, Class Counsel's request of attorneys' fees in the amount of 33.33% of the Gross Settlement Amount, presently expected to be $133,333.33, and declared costs of up to $12,500, are preliminarily approved.

11. The Court adopts the following dates and deadlines:

| | |
|---|---|
| Defendant to provide Class Data to Administrator | Within 14 calendar days of preliminary approval order |
| Administrator to mail Class Notice | Within 10 calendar days of provision of the Class Data |
| Deadline for Class Members to object or opt out | Within 45 calendar days after Notice mailed. |
| Plaintiff to file Motion for Attorneys' Fees, Costs and Enhancement Award. | Not less than 16 court days before the Final Approval hearing. |
| Deadline for Plaintiff to file Motion for Final Approval. | Not less than 16 court days before the Final Approval hearing. |
| Final Approval Hearing. | Not less than 100 days following preliminary approval |

12. A Final Approval hearing on the question of whether the proposed Settlement, attorneys' fees to Class Counsel, and the Class Representative Enhancement Award should be finally approved as fair, reasonable and adequate is scheduled in for ________________________, 2026 at 9:00. It is anticipated the Court will hear two (2) motions on that date and time; a motion for final approval of the class action settlement and a separate motion for attorneys' fees, costs, and service award. The parties to the Agreement are directed to carry out their obligations under the Settlement Agreement.

Dated: __________________

______________________________________________
HON. EVAN P. KIRVAN
SUPERIOR COURT JUDGE