

JOINT STIPULATION FOR CLASS ACTION AND PAGA SETTLEMENT

Jessica Cruz v. Yahya H. Radwan, DDS, Inc., dba Bay Area Kids Dentist, and Yahya H. Radwan
Alameda County Superior Court Case No. 23CV057377

This Joint Stipulation for Class Action and PAGA Settlement (“Settlement” or “Agreement”) is entered into by and between Plaintiff Jessica Cruz (“Plaintiff”) and Yahya H. Radwan, DDS, Inc. and Yahya H. Radwan (collectively “Defendants”). Plaintiff and Defendants collectively are referred to in this Agreement as the “Parties,” and each as a “Party.”

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- A. “Action” means the lawsuits styled: *Jessica Cruz v. Yahya H. Radwan, DDS, Inc. dba Bay Area Kids Dentist and Yahya H. Radwan*, Case No. 223CV057377, pending in Alameda County Superior Court.
- B. “Agreement” or “Settlement Agreement” shall refer to this document.
- C. “Class” or “Class Member” or “Settlement Class” means the named Plaintiff, Jessica Cruz, and all persons employed in California by Defendants as non-exempt employees from December 20, 2019 through May 31, 2026 (the “Class Period”).
- D. “Class Counsel” means Marco A. Palau, Joseph D. Sutton, and Eric S. Trabucco – Advocates for Worker Rights LLP.
- E. “Class Counsel Fees and Expenses Payment” means the amount awarded to Class Counsel by the Court to compensate them for their attorneys’ fees and litigation expenses in connection with the Action, including their pre-filing investigation, their commencement of the Action and all related litigation activities, this Settlement, and all post-Settlement compliance procedures.
- F. “Class List” or “Class Member Data” means the list Defendants will provide to the Settlement Administrator, preferably in electronic form, containing for each Class Member, his/her/their: (a) full legal name; (b) the last four digits of the social security number (full social security numbers shall only be provided securely upon final approval for tax reporting purposes); (c) last known mailing address; (d) telephone number and/or e-mail address, if known or actively maintained in Defendants’ payroll systems; (e) the start date and end date of each individual’s employment with Defendants (individuals who are still employed by Defendants shall have an end date of May 31, 2026); (f) the total number of workweeks that each Class Member worked in the State of California during the Class Period; and (g) the total number of pay periods that PAGA Aggrieved Employees worked in the State of California during the PAGA Period. The total

- number of workweeks and/or PAGA pay periods shall be determined by reference to each employee's start date and end date of employment, which Defendants shall verify in preparing the Class List. If needed to supplement the start dates and end dates and to ensure accuracy, particularly with reference to calculating PAGA pay periods for employees who took unpaid leaves of absence, Defendants may consult timekeeping, payroll, and other records in the preparation of the spreadsheet including the Class List, but shall not be required to produce these records to the Settlement Administrator unless they are needed in connection with a specific dispute made by an individual class member.
- G. "Class Notice" means the court-approved document, substantially in the form attached to this Settlement Agreement as Exhibit A, which will be sent to Class Members following preliminary approval of the Settlement Agreement to notify Class Members of the Settlement and explain Class Members' options.
 - H. "Class Period" means the period from December 20, 2019 through May 31, 2026.
 - I. "Complaint" means the operative Complaint on file in Alameda County Superior Court Case No. 23CV057377.
 - J. "Court" or "Superior Court" means Department 18 of the California Superior Court in and for the County of Alameda, Hon. Patrick McKinney presiding.
 - K. "Defendants' Counsel" means Jonathan Reymann of Earned Legal, PC.
 - L. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no Participating Class Member objects to or otherwise challenges the Settlement, the sixty-first (61st) day after the Court enters Judgment, or the day after the deadline to file a notice of appeal under California Rules of Court, Rule 8.104, has fully expired without an appeal being filed; (ii) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
 - M. "Employer Payroll Contributions" shall mean those payroll taxes and other monetary contributions required by state and federal law to be made by an employer on wage payments, including but not limited to FICA, Medicare, FUTA, and SUTA, and any federal and state unemployment taxes, payable with respect to amounts treated as wages under this Agreement (*i.e.*, the Wage Portion of Class Member Settlement Shares), but not amounts required to be withheld by an employer in satisfaction of an employee's share of federal and state income and other taxes and FICA or other mandated employee insurance contributions.
 - N. "Final Approval Hearing" means the hearing to be conducted by the Court to determine whether to finally approve and implement the terms of this Agreement.
 - O. "Judgment" means the Order Granting Final Approval of Class Action Settlement and Entering Final Judgment entered by the Court.

- P. “Gross Settlement Amount” or “GSA” means the maximum amount to be paid by Defendants as provided by this Agreement, not including the Employer Payroll Contributions on the wage portion of Class Member Settlement Shares, which Defendants shall pay separately. There shall be no reversion of the Gross Settlement Amount to the Defendants.
- Q. “Net Settlement Amount” means the Gross Settlement Amount, less the following, as approved by the Court: (1) the Representative Plaintiff’s Service Awards; (2) the Class Counsel Fees and Expenses Payment (which includes all attorneys’ fees and litigation expenses incurred to date and to be incurred in documenting the Settlement, securing court approval of the Settlement, and attending to the administration of the Settlement); (3) the Settlement Administrator’s expenses incurred in administering the Settlement; and (4) the PAGA Payment. Any deductions from the forgoing allocations will be retained in the QSF and will be included in the Net Settlement Amount for distribution to the Class, as appropriate. If the Court approves a lesser amount of any of the foregoing amounts, the Net Settlement Amount will increase proportionately.
- R. “PAGA Aggrieved Employees” is defined as all employees of Defendants who were classified as non-exempt and worked within the State of California at any time from September 28, 2022 through May 31, 2026.
- S. “PAGA Aggrieved Employee Award” means the 35% of the PAGA Payment to be paid to PAGA Aggrieved Employees pursuant to Labor Code § 2699(i).
- T. “PAGA LWDA Award” means the 65% of the PAGA Payment paid to the California Labor and Workforce Development Agency pursuant to Labor Code § 2699(i).
- U. “PAGA Payment” means the payment in the amount of \$25,000 from the Gross Settlement Amount to be paid to the LWDA (75%, or \$18,750.00) and the PAGA Aggrieved Employees (25%, or \$6,250.00) to settle claims for civil penalties pursuant to PAGA.
- V. “PAGA Period” means the time period from September 28, 2022 through May 31, 2026.
- W. “PAGA Released Claims” means all claims for civil penalties that could have been sought by the California Labor and Workforce Development Agency (“LWDA”) or any aggrieved employee for the violations alleged, or that could have been alleged based on the same factual predicate of the allegations contained in Plaintiff’s letter to the LWDA by way of the PAGA Notice for violations of Labor Code sections 200, 201, 202, 203, 204, 204b, 210, 223, 226, 226.2, 226.3, 226.7, 227.3, 246, 256, 510, 511, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, and 2802. The PAGA Released Claims are those that accrued during the period from September 28, 2022 through May 31, 2026.
- X. “PAGA Share” means the amounts to be distributed to each PAGA Aggrieved Employee from the PAGA Aggrieved Employee Award on a pro-rata basis based on the respective number of PAGA pay periods worked by each PAGA

Aggrieved Employee during the PAGA Period.

- Y. “Response Deadline” means forty-five (45) calendar days after the Administrator mails Class Notices and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, or (b) fax, email or mail his, her, or their Objection to the Settlement. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- Z. “Objection” means the written statement that a Class Member may submit to the Settlement Administrator in order to object to this Settlement Agreement (as set forth in herein).
- AA. “Participating Class Member” means each individual Class Member who does not submit a valid and timely request to be excluded from the Settlement.
- BB. “Preliminary Approval” means the Court’s Order granting preliminary approval of the Settlement.
- CC. “Preliminary Approval Date” means the date on which the Court enters an Order granting preliminary approval of the settlement terms set forth in this Settlement Agreement, or such modified terms as may be agreed to by the Parties in order to obtain preliminary approval.
- DD. “Preliminary Approval Hearing” means the hearing held on the Motion for Preliminary Approval of this Settlement.
- EE. “Qualified Settlement Fund” or “QSF” means the bank account established under this Agreement by the chosen Settlement Administrator from which all monies payable under this Settlement shall be paid, as set forth herein.
- FF. “Released Class Claims” means upon the entry of the Approval Order, the Settlement Class, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, shall be deemed to release and forever discharge Defendants from any and all claims, penalties, interest, attorneys’ fees, costs, and remedies asserted or that could have been asserted in the Actions during the Settlement Class Period, or that arise out of or relate to the same factual predicate as the factual allegations and legal theories in the Operative Complaint, including statutory, constitutional, tort, common law, and/or contract claims and associated relief for alleged failure to pay wages for off-the-clock work, failure to pay regular, overtime, or double-time wages for all hours worked, failure to pay meal and/or rest break premium pay, failure to timely pay all wages owed (including but not limited to accrued vacation wages) on termination of employment, failure to provide meal and/or rest breaks, failure to provide accurate itemized wage statements, failure to keep accurate records of hours worked, and failure to timely pay all wages owed during employment. This release includes all such claims for violations of Labor Code §§ 200-204, 210, 218.6, 223, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and Business & Professions Code §§ 17200 *et seq.*, California Code of Regulations Title 8, § 11000 *et seq.*, 29 U.S.C. § 211(c), and all other state and

local wage/hour and wage payment laws, including wage orders, and common law theories against Defendants, their former and present officers, directors, employees, attorneys, insurers, benefit plans, predecessors, successors, parents, related, and subsidiaries (collectively referred to herein as “Released Parties”) up to and including May 31, 2026.

- GG. “Released Parties” means Defendants, their past, present, and future officers, directors, employees, shareholders, partners, members, managers, agents, attorneys, insurers, benefit plans, predecessors, successors, parents, affiliates, sister entities, related entities, and subsidiaries.
- HH. “Representative Service Award” means the payments of up to \$10,000 for the Named Plaintiff, Jessica Cruz, in addition to her respective Settlement Share, made to the Named Plaintiff in her capacity as Class Representative, to compensate her for initiating and pursuing the Action, and undertaking the risk of liability for attorneys’ fees and litigation costs in the event she was unsuccessful in the prosecution of the Action, and in consideration for her execution of a comprehensive general release and California Civil Code Section 1542 waiver as set forth herein.
- II. “Request for Exclusion” means the written notice, containing the information specified herein, that a Class Member must submit to the Settlement Administrator no later than the Notice Response Deadline in order to request exclusion from the Settlement.
- JJ. “Settlement” means the terms and conditions set forth in this Agreement to resolve the Actions.
- KK. “Settlement Administrator” means ILYM Group, Inc. the neutral entity the Parties have agreed to appoint to administer the Settlement, whose total fees and expenses shall be capped at \$8,350.00 to be paid entirely out of the Gross Settlement Amount.
- LL. “Settlement Administrator’s Expenses” means the fees, costs, and expenses relating to the administration of the settlement of these Actions, including without limitation, printing and mailing the Class Notices, receiving and processing Objections and Requests for Exclusion, calculating and determining payments and percentages, regularly updating counsel on the status of administration, and the accounting and maintenance of the Qualified Settlement Fund.
- MM. “Settlement Share” means the gross amounts to be distributed to each Participating Class Member from the Net Settlement Amount on a pro-rata basis based on the respective number of workweeks worked by each Participating Class Member during the Class Period. Settlement Shares do not include any individual payments distributed under the separate PAGA Aggrieved Employee Award.

II. RECITALS

- A. **Plaintiff Class Action Complaint.** On December 20, 2023, Jessica Cruz filed a class action Complaint (Alameda Court Case No. 23CV057377) against Defendants Yahya H. Radwan, DDS, Inc. dba Bay Area Kids Dentist and Yahya H. Radwan, on behalf of herself and all others similarly situated, asserting causes

of action for: (1) Failure to Pay for All Hours Worked; (2) Failure to Pay Minimum Wages; (3) Failure to Pay Overtime Wages; (4) Failure to Provide Meal Periods; (5) Failure to Provide Rest Breaks; (6) Waiting Time Penalties; (7) Failure to Provide Accurate Wage Statements; (8) Unfair Competition, Business and Professions Code §§ 17200, *et seq.*; and (9) Civil Penalties pursuant to PAGA.

- B. **Bona Fide Dispute.** The Parties agree a bona fide dispute exists as to whether any amount of wages and/or penalties are due from Defendants to Plaintiff and the Settlement Class Members.
- C. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

Based on these Recitals, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

A. Gross Settlement Amount.

1. Subject to the terms and conditions of this Agreement, including but not limited to section III.A.2., *infra*, the Gross Settlement Amount that Defendants are obligated to pay in connection with the Settlement of the Actions is seven-hundred and thirty-five thousand dollars and zero cents (\$735,000.00). Payment of this amount, as approved by the Court, will cover all monetary benefits and payments to the Settlement Class and all claims for interest, fees, and costs, and will include: (a) the Representative Service Award; (b) the Class Counsel Fees and Expenses Payment; (c) the Settlement Administrator's Fees; (d) Settlement Shares paid to Participating Class Members; and (e) the PAGA Payment in the amount of \$25,000 from the Gross Settlement Amount to be paid to the LWDA (75%, or \$18,750.00) and the PAGA Aggrieved Employees (25%, or \$6,250.00) to settle claims for civil penalties pursuant to PAGA. The Gross Settlement Amount does not include the required Employer Payroll Contributions on the Wage Portion of the Settlement (Class Member Settlement Shares), which Defendants shall pay separately. There shall be no reversion of the Gross Settlement Amount to Defendants. Once all fees, costs, and Administrator payments (i.e., the amounts set forth in (a)-(c) above) have been deducted from the Settlement Fund, the entire remaining Net Settlement Amount shall be distributed to Participating Class Members in the manner outlined herein. Any funds originally designated for a Class Member who subsequently opts out of the Settlement will be distributed on a pro-rata basis to the Participating Class Members. If the Court approves less than the amounts requested in (a)-(c) above, the remainder will be retained in the Net Settlement Amount and distributed to Participating Class Members.
2. Defendants shall certify that the number of workweeks that have accrued for all class members during the Settlement Class Period does not exceed

24,018 workweeks. If the number of certified workweeks should exceed 24,018 workweeks by more than ten percent (10%) (i.e., exceeds 26,420 workweeks), the gross fund value shall be increased by the per-workweek value (calculated as \$735,000 divided by 24,018, which is \$30.60 per workweek) multiplied only by the number of workweeks in excess of 26,420, or Defendants may elect to shorten the release period to the date on which the number of workweeks set forth above is reached, at their discretion.

B. Payments to Plaintiff, Class Counsel, and Settlement Administrator. Subject to the terms and conditions of this Agreement, and within fourteen (14) calendar days after Defendants fully fund the Gross Settlement Amount into the QSF following the Effective Date, the Settlement Administrator will make the following payments out of the Gross Settlement Amount as follows:

1. **To Plaintiff:** Class Representative Service Payment to the Class Representative of not more than ten thousand dollars (\$10,000) (in addition to any Individual Class Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for the Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment and shall fully indemnify, defend, and hold Released Parties harmless from any tax liabilities, interest, penalties, or legal fees arising from the characterization or payment of the Service Award.
2. **To Class Counsel:** Class Counsel will apply to the Superior Court for an award of (a) attorneys' fees of not more than thirty-three and one-third percent (33 & 1/3%) of the Gross Settlement Amount, or two hundred and forty-four thousand, nine hundred and seventy-five dollars and fifty-five cents (\$244,999.99), and (b) litigation costs not to exceed ten thousand dollars (\$10,000) incurred in this action by Class Counsel. Defendants will not oppose Class Counsel's request for a Class Counsel Fees and Expenses Payment of these amounts. The Settlement Administrator will pay the amount approved by the Court out of the Gross Settlement Amount. If the Superior Court approves Class Counsel fees and litigation costs of less than the amounts requested herein, the remainder will be retained in the Net Settlement Amount. Tax deductions and withholdings will not be taken from the Class Counsel Fees and Expenses Payment, and instead one or more Form 1099s will be issued to Class Counsel. In the event the Court does not approve the entirety of the application for the

Class Counsel Fees and Expenses Payment, the Settlement Administrator shall pay whatever amount the Court awards, and neither the Released Parties nor the Settlement Administrator shall be responsible for paying the difference between the amount requested here and the amount ultimately awarded as recoverable attorneys fees' and litigation costs. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees and Expenses Payment.

3. **To the Settlement Administrator.** The Settlement Administrator will pay itself out of the Gross Settlement Amount its reasonable fees and expenses as approved by the Superior Court, not to exceed \$8,350.00. If the Court approves Settlement Administration Costs of less than \$8,350.00 total, the remainder will be retained in the Net Settlement Amount.

C. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will allocate Settlement Shares from the Net Settlement Amount to Participating Class Members as follows:

1. **Allocation and Payment of Settlement Shares to Participating Class Members:** The Net Settlement Amount will be allocated and distributed to all participating Class Members based on the proportion of workweeks each participating Class Member worked for Defendants during the Class Period compared to all other participating Class Members. Payments to participating Class Members will be calculated by assigning a certain dollar value to each workweek the Class Members worked during the Class Period. The dollar value of each workweek will be calculated by dividing the aggregate value of the Net Settlement Amount by the total number of workweeks worked during the Class Period by the Class Members who do not submit valid Requests for Exclusion. A Class Member who does not submit a valid Request for Exclusion will receive a Settlement Share determined by multiplying their number of workweeks during the Class Period by the dollar value of each workweek.
2. **Treatment of Settlement Shares.**
 - a. **Non-Wage Portion:** Seventy-five percent (75%) of each Settlement Share will be treated as a payment in settlement of the Participating Class Member's claims for statutory penalties, interest, and other non-wage recovery. The Non-Wage Portions are not subject to wage withholdings and shall be reported on IRS Form 1099-MISC. Participating Class Members assume full responsibility and liability for any employee taxes owed on the Non-Wage Portion of their Settlement Share, and shall fully indemnify, defend, and hold Released Parties harmless from any tax liabilities, interest, penalties, or legal fees arising from Class Member's failure to pay their individual income taxes on the Non-Wage Portion.
 - b. **Wage Portion:** The remaining twenty-five percent (25%) of each Settlement Share (the "Wage Portion") will be treated as a payment in

settlement of the Participating Class Member's claims for unpaid wages. Accordingly, the Wage Portion shall be subject to all tax withholdings customarily made from the employee's wages and all other authorized and required withholdings, and shall be reported by IRS Form W-2. The employees' share of payroll tax withholdings shall be withheld from each employee's Settlement Share. The Settlement Administrator will issue IRS W-2 Forms. Defendants remain responsible for remittance of employer-side payroll taxes.

3. **Effect of Class Members Who Request to Be Excluded from the Settlement.** A Class Member who submits a valid and timely Request for Exclusion from the Settlement will not receive a Settlement Share. That Class Member's workweeks will not be included in the calculations of Settlement Shares, and the Net Settlement Amount will be divided solely among the remaining Participating Class Members who do not request exclusion based on the calculation outlined in Paragraph III(C)(1), above.

D. **PAGA Payment.** Twenty-five thousand dollars (\$25,000.00) of the Gross Settlement Amount is allocated to settle claims for civil penalties under California's Private Attorney General Act, Labor Code sections 2698, *et seq.*, as follows:

1. **PAGA LWDA Award.** Seventy-five percent (75%) of the PAGA Payment, or eighteen thousand seven hundred and fifty dollars (\$18,750.00), shall be paid to the LWDA, as required by Labor Code § 2699(m).
2. **PAGA Aggrieved Employee Award.** Twenty-five percent (25%) of the PAGA Payment, or six thousand two hundred and fifty dollars (\$6,250.00), shall be paid to PAGA Aggrieved Employees as PAGA Shares, as required by Labor Code § 2699(i).
3. **PAGA Share.** Each PAGA Share will equal the PAGA Aggrieved Employee Award amount times the ratio of (a) the number of PAGA pay periods worked by each respective PAGA Aggrieved Employee for Defendant between September 28, 2022 through May 31, 2026 (the "PAGA Period"), and (b) the total number of PAGA pay periods worked by all PAGA Aggrieved Employees during the PAGA Period. For purposes of this calculation, the Settlement Administrator shall determine the number of PAGA pay periods by reference to the spreadsheet produced by Defendants containing the Class List, which shall set forth the number of PAGA pay periods for each employee based on their start dates and end dates,
4. **Treatment.** Each PAGA Aggrieved Employee's PAGA Share shall be characterized as penalties and reported on an IRS Form 1099.
5. **PAGA Aggrieved Employees May Object.** Each PAGA Aggrieved Employee will be provided with the Notice Packet that states the total number of PAGA pay periods in the PAGA Period, if any, attributable to

that PAGA Aggrieved Employee. This total will be based on Defendants' review of its records in the preparation of the Class List, and there will be a presumption that Defendants' records are correct, absent evidence produced to the contrary. PAGA Aggrieved Employees may submit a challenge to the PAGA pay periods to the Settlement Administrator if they believe that the number of pay periods attributed to them is incorrect. PAGA Aggrieved Employees challenging the number of PAGA pay periods attributed to them who are also Class Members shall submit any challenges to the PAGA pay periods attributed to them for purposes of the Settlement Share calculation on the same form. If the PAGA Aggrieved Employee does not timely dispute the number of PAGA pay periods, then the Settlement Administrator will mail that PAGA Aggrieved Employee their PAGA Share based on the original data provided by Defendants.

6. **Effect of PAGA Aggrieved Employees Who Request to Be Excluded from the PAGA Payment.** A PAGA Aggrieved Employee may not submit a Request for Exclusion from the PAGA Payment. If a PAGA Aggrieved Employee attempts to request Exclusion from the PAGA Payment, their respective workweeks will continue to be included in the calculations of PAGA Shares for all PAGA Aggrieved Employees, and the Settlement Administrator will still send such person their PAGA Share.

- E. **Appointment of Settlement Administrator.** The Parties will ask the Court to appoint ILYM Group, Inc. as Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing to all Class Members the Class Notice; conducting a National Change of Address search and using Accurant or another reasonable and cost-effective skip trace methods to locate any Class Member whose Class Notice was returned by the U.S. Postal Service as non-deliverable, and re-mailing the Class Notice to the Class Member's new address; setting up a toll-free telephone number to field calls from Class Members; receiving and keeping track of any objections or requests for exclusion in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice and receipt of objections or requests for exclusions; calculating any and all payroll tax deductions as required by law; calculating Settlement Shares; providing a due diligence declaration for submission to the Superior Court prior to the Final Approval Hearing; issuing the checks to effectuate the payments due under the Settlement; distributing the Class Counsel Fees and Expenses Payment to Class Counsel; printing and providing Class Members and Plaintiff with W-2s and 1099 forms as required under this Agreement and applicable law; providing a due diligence declaration for submission to the Superior Court upon completion of the Settlement; providing any funds remaining in the QSF as a result of uncashed checks to the Court-approved cy pres recipient, including the administration of related tax reimbursements; for such other tasks as the Parties mutually agree; and otherwise administering the Settlement pursuant to this Agreement and its agreement with the Parties. Under no circumstances shall any Party be individually liable for any administrative fees or expenses in excess of

the capped amount allocated from the Gross Settlement Amount. The Settlement Administrator will have the final authority to resolve all disputes concerning the calculation of all Class Member's Settlement Shares, and all those requesting exclusion from the Settlement Class, subject to the dollar limitations set forth in this Agreement; provided, however, that before making any final dispute determination, the Settlement Administrator must consult with Class Counsel and Defendants' Counsel. If the Parties' records and the employee's records conflict, Defendants' payroll and timekeeping records shall be given a rebuttable presumption of accuracy. The Settlement Administrator's reasonable fees and expenses, including the cost of printing and mailing the Class Notice, will be paid out of the Gross Settlement Amount. The Parties represent that they do not have any financial interest in ILYM Group, Inc., nor any relationship with ILYM Group, Inc. that could create a conflict of interest.

F. Procedure for Approving Settlement.

1. Motion for Preliminary Approval.

- a. Class Counsel shall file a Motion for Preliminary Approval with the Court for an order granting Preliminary Approval of the Settlement, conditionally certifying the Class, setting a date for the Final Approval Hearing, appointing Plaintiff as Class Representative and their counsel of record in the Action as Class Counsel, and approving the Class Notice.
- b. Should the Court decline to preliminarily approve all material aspects of the Settlement, or order material changes to the Settlement to which the Parties do not agree, the Settlement will be null and void and the Parties will have no further obligations under it.

2. Notice to Class Members. After the Court enters its order granting Preliminary Approval of the Settlement, every Class Member will be provided with the Class Notice stating the total number of workweeks and/or PAGA pay periods attributed to each Class Member in English and Spanish.

- a. Within twenty-one (21) calendar days after the Court enters its order granting Preliminary Approval of the Settlement, Defendants will provide to the Settlement Administrator Class Member Data, preferably in electronic form. To protect Class Members' privacy rights, the Administrator must maintain the Class Member Data in confidence, use the Class Member Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Member Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. The Settlement Administrator shall maintain the Class Member Data on a secure, encrypted server. Within sixty (60) calendar days after the completion of the settlement administration, final distribution of funds, and reporting requirement, the Settlement Administrator shall permanently destroy or return to Defendants all Class Member Data

and certify such destruction in writing to Defendants' counsel. If any or all of the Class Members' Data is unavailable to Defendants, Defendants will use best efforts to deduce or reconstruct the Class Members' Data prior to when it must be submitted to the Settlement Administrator.

- b. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members and Workweeks in the Class Data.
 - c. Within ten (10) business days after receiving the Class Members' Data, the Settlement Administrator will mail the Class Notices (in English and Spanish) to all identified Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendants, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.
 - d. Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
 - e. Each week, the Settlement Administrator will provide to Class Counsel and Defendants' Counsel a report showing whether any Class Notices have been returned and re-mailed and the receipt of any requests for exclusion.
 - f. At least five (5) days prior to the 16-court day filing deadline referenced in Section III(F)(5)(a), the Settlement Administrator will serve on the Parties (and Class Counsel shall cause to be filed with the Superior Court) a declaration of due diligence setting forth its compliance with its obligations under this Agreement, as well as all timely objections made to the Settlement by Class Members. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.
3. **Class Member Objections to Settlement; Challenges to Number of Workweeks and/or PAGA Pay Periods; Requests for Exclusion.**
- a. **Objection to Settlement.** A Class Member who wishes to object to any term of the Settlement must send to the Settlement Administrator a written Objection to the Settlement, via U.S. Mail, postmarked not

later than the Notice Response Deadline specified in the Class Notice. Late post-marks will not be honored. A written Objection must set forth: the objector's full name, address, telephone, signature, a clear reference to the Action, the words "Notice of Objection" or "Formal Objection," a statement of the specific legal and/or factual bases for each objection argument, a list identifying witness(es) the objector may call to testify at the Final Approval hearing; and include true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing. The Objection must also indicate whether the Class Member intends to appear at the Final Approval Hearing, either in person or through counsel, and if through counsel, the Objection must provide the counsel's name and bar number and contact information, including telephone number and e-mail address; the failure to do so will constitute a waiver of the right to appear at the hearing. Class Members who do not file and serve written Objections in the manner and by the deadlines specified in the Class Notice will be deemed to have waived any Objections and will be foreclosed from making any Objections (whether by appeal or otherwise) to the Settlement or other related matters. Class Counsel will file a response to any Objection within seven (7) days prior to the Final Approval Hearing. Plaintiff agrees not to object to the Settlement.

- b. **Right to Challenge Number of Workweeks and/or PAGA Pay Periods; Resolution.** A Class Member who wishes to dispute the number of workweeks and/or PAGA pay periods he or she worked in the Class Period, may do so by notifying the Settlement Administrator in writing by either FAX, email, or mail postmarked no later than the Response Deadline. Late post-marks will not be honored. There shall be a rebuttable presumption that Defendants' payroll and timekeeping records are accurate. To dispute the records, a Class Member must submit documentary evidence (such as check stubs) to the Settlement Administrator. Prior to making any final determination, the Settlement Administrator must notify and consult with Class Counsel and Defendants' Counsel. The Settlement Administrator will make the final determination as to the correct number of compensable workweeks and/or PAGA pay periods for such Class Members. The Settlement Administrator's determination shall be final, binding, and non-appealable and Settlement Shares and payments of the pro-rated amounts of the PAGA Aggrieved Employee Award will be calculated according to the Settlement Administrator's determination. In the event that any Class Member's workweeks and/or PAGA pay periods are adjusted for purposes of their Settlement Share or payment of their portion of the PAGA Aggrieved Employee Award, any such adjustment shall be applied to the workweeks and/or PAGA pay periods for which they are credited.
- c. **Request for Exclusion.** A Class Member who wishes to exclude himself from the Class Settlement must send the Settlement

Administrator via U.S. Mail a written and signed request to be excluded no later than the Notice Response Deadline specified in the Class Notice. Late post-marks will not be honored. Class Members may object to or Request Exclusion from the Settlement, but may not do both. Any Class Member who submits a timely and proper request for exclusion may not file an objection to the Settlement or receive a Settlement Share and shall be deemed to have waived any rights or benefits under the Settlement Agreement. If a Class Member files both an objection and a valid and timely request for exclusion, the request for exclusion will override the objection, and the objection shall therefore be ignored. The request for exclusion must contain the name, telephone number, address, last four digits of the social security number, and signature of the Class Member requesting exclusion from the Settlement. If a question is raised about the authenticity of any request for exclusion, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Class Member who submits a timely request for exclusion will not participate in or be bound by the Class Settlement and the Judgment and will not receive a Settlement Share, but will retain the right, if any, he or she may have to pursue an individual claim against Defendants. The Settlement Administrator shall have no authority with regards to Requests for Exclusions beyond what is provided in this paragraph and may not make any representations to Class Members as whether their Request for Exclusion has been accepted or rejected without the express consent of the Parties and/or the Court.

- d. **Failure to Timely Request Exclusion.** Class Members who do not submit a timely request for exclusion in the manner and by the deadline specified in the Class Notice will automatically be bound by all terms and conditions of the Settlement, if the Settlement is approved by the Superior Court, and by the Judgment, regardless of whether they have objected to the Settlement.
- e. **Report.** Not later than five (5) days after the Notice Response Deadline, the Settlement Administrator will provide the Parties with a complete and accurate final list of all Class Members who have contested the information or requested to be excluded from the Settlement. This list shall be definitive, and no individual may be added to the exclusion list after this date without the express written stipulation of the Parties.
- f. **Late Submissions.** The Settlement Administrator shall not accept as valid any Request for Exclusion, Objection, or workweek dispute postmarked after the Notice Response Deadline specified in the Class Notice. It shall be presumed that if a Request for Exclusion, Objection, or workweek dispute is not postmarked on or before the Notice Response Deadline, the Class Member did not return it in a timely manner.

- g. **Defendants' Right to Unilaterally Terminate Settlement (Blow-Up Clause).** If five percent (5%) or more of the total eligible Class Members submit valid and timely Requests for Exclusion from the Settlement, Defendants shall have the absolute, unilateral right, in their sole discretion, to void and terminate this Agreement in its entirety. To exercise this right, Defendants' Counsel must provide written notice of termination to Class Counsel within fourteen (14) calendar days of receiving the final exclusion report from the Settlement Administrator under Section III.F.3.e. If Defendants exercise this option, the Settlement shall be null and void, the Parties shall be restored to their respective litigation positions as of the date prior to execution, and Defendants shall only be responsible for paying any administrative costs incurred by the Settlement Administrator up to the date of termination.
- 4. **No Solicitation of Objection, Appeal, or Election Not to Participate in Settlement.** Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement. Should Defendants or their management receive questions from Class Members about the settlement they should be directed to the Settlement Administrator.
- 5. **Additional Briefing and Final Approval.**
 - a. Not later than sixteen (16) court days before the Final Approval Hearing, Class Counsel will file with the Superior Court a motion for final approval of the Settlement and payment of Plaintiff's Representative Service Awards, Class Counsel's Fees and Expenses Payment, and the Settlement Administrator's reasonable fees and expenses; and shall serve the motion on Defendants' counsel by email that same day.
 - b. Not later than five (5) court days before the Final Approval Hearing, Class Counsel may file a reply in support of their motion for final approval of the Settlement and payment of the Settlement Administrator's reasonable fees and expenses to the extent that any opposition to the motion is filed; and Plaintiff and Class Counsel may file replies in support of their motions for the Representative Service Award and the Class Counsel Fees and Expenses Payment. All reply briefs will be served on Defendants' counsel by email on the same date they are filed with the Court.
 - c. If the Court does not grant final approval of the Settlement and the PAGA component, or grants final approval conditioned on any material change to the Settlement or the PAGA component to which the Parties do not agree, then either Party will have the right to void the Settlement; if that occurs, the Parties will have no further obligations under the Settlement, including any obligation by

Defendants to pay the Gross Settlement Amount, except that Defendants will pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that the Party exercises the right to void the Settlement under this paragraph, which shall be strictly capped at the amount incurred up to that date and shall not exceed the total administration fee cap set forth in Paragraph III(B)(3). However, an award by the Court of a lesser amount than that sought by Plaintiff and Class Counsel for the Representative Service Award or the Class Counsel Fees and Expenses Payment will not constitute a material change to the Settlement within the meaning of this Agreement.

- d. Orders for the preliminary approval of the Settlement, conditional certification of the Settlement Class, approval of the PAGA component, and final approval of the proposed Settlement, and all actions associated with them, are entered and accepted by the Parties hereto on the condition that they may be vacated at either Party's option if the Settlement Agreement or PAGA component is terminated or material terms as defined herein are disapproved in whole or in part by the Court, or by any appellate court and/or other court of review, in which event the Agreement and the fact that it was entered into shall not be offered, received, or construed as an admission or as evidence for any purpose, including but not limited to an admission by any Party of liability or non-liability or of any misrepresentation or omission in any statement or written document approved or made by any Party, or of the certifiability of a litigation class, as further provided in this Settlement Agreement. In the event that: (i) the Court denies, with prejudice, approval of the Settlement or the PAGA component, (ii) the Court's approval of the Settlement or the PAGA component is overturned on appeal, (iii) the Judgment does not become final, or (iv) this Settlement Agreement is terminated, cancelled, or fails to become effective for any reason, then: (a) the Parties stipulate and agree that at either Party's option the Settlement, this Agreement, the Class Member Data, the list of Class Members who objected or excluded themselves (or attempted to do so) from the Settlement, and all documents exchanged and filed in connection with the Settlement shall be treated as privileged mediation communications under Evid. Code §§ 1115, *et seq.*; (b) the Settlement shall be without force and effect upon the rights of the Parties hereto, and none of its terms shall be effective or enforceable, with the exception of this Paragraph, which shall remain effective and enforceable; (c) the parties shall be deemed to have reverted nunc pro tunc to their respective status prior to execution of this Agreement, including with respect to any Court-imposed deadlines; (d) all Orders entered in connection with the Settlement, including the certification of the Settlement Class, shall be vacated without prejudice to any party's position on the issue of class certification, the issue of amending the complaint, or any other issue, in the Actions or any other

action, and the parties shall be restored to their litigation positions existing on the date of execution of this Agreement; and (e) the parties shall proceed in all respects as if the Settlement Agreement and related documentation and orders had not been executed, and without prejudice in any way from the negotiation or fact of the Settlement or the terms of the Settlement Agreement. The Settlement Agreement, the Settlement, all documents, orders, and evidence relating to the Settlement, the fact of their existence, any of their terms, any press release or other statement or report by the Parties or by others concerning the Settlement Agreement, the Settlement, their existence, or their terms, any negotiations, proceedings, acts performed, or documents executed pursuant to or in furtherance of the Settlement Agreement or the Settlement shall not be admissible in any proceeding, and shall not be offered, received, or construed as evidence of a presumption, concession, or an admission of liability, of the certifiability of a litigation class, or of any misrepresentation or omission in any statement or written document approved or made, or otherwise used by any person for any purpose whatsoever, in any trial of the Actions or any other action or proceedings. Plaintiff, Class Counsel and the Settlement Administrator shall return to counsel for Defendants all copies of Class Member Data and lists and shall not use or disclose the Class Member Data or list of Class Members who objected or excluded themselves from the Settlement, or attempted to do so, for any purpose or in any proceeding.

- e. Upon final approval of the Settlement by the Court, the Parties will present to the Court an Order for its approval and entry of Judgment. After entry of the Judgment, the Superior Court will have continuing jurisdiction over the Actions and the Settlement solely for purposes of (1) enforcing this Agreement, (2) addressing settlement administration matters, and (3) addressing such post-judgment matters as may be appropriate under court rules or applicable law.
- 6. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the material terms of this Agreement, Plaintiff, Class Members who did not timely submit an objection to the Settlement, Defendants, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. This paragraph does not preclude Plaintiff or Class Counsel from appealing a refusal by the Court to award the full Representative Service Award or the Class Counsel Fees and Expenses Payment sought by them, but not the approval of the Settlement otherwise. If an appeal is taken from the Judgment, the time for consummating the Settlement (including making payments to Class

Members under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final, as defined in this Agreement.

7. **Vacation, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal or a petition for certiorari, or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material change to the Settlement, as the term “material change” is defined herein, and that court’s decision is not completely reversed and the Judgment approving the material terms of this Settlement is not fully affirmed on review by a higher court, then either Plaintiff or Defendants will have the right to void the Settlement, which the Party must do by giving written notice to the other Parties, the reviewing court, and the Superior Court not later than thirty (30) days after the reviewing court’s decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Superior Court’s award of the Representative Service Awards or the Class Counsel Fees and Expenses Payment will not constitute a vacating, reversal, or material modification of the Judgment within the meaning of this Agreement
8. **Establishing the QSF.** Within seven (7) calendar days after the Effective Date, the Settlement Administrator will establish the QSF, which shall be an interest-bearing escrow account at an FDIC-insured institution with at least one branch in California, established by the Administrator for the purpose of administering the payments required by this Settlement. Any interest generated by the QSF shall remain in the account and be drawn upon to make the payments required by this Settlement.
9. **Funding the QSF.** Defendants shall fund fully fund the QSF with the Gross Settlement Amount upon the later of the two events: (A) Within twenty-one (21) calendar days after the Effective Date, or (B) On or before May 1, 2027. No later than fourteen (14) calendar days prior to the date on which Defendants intend to fund the Gross Settlement Amount, the Settlement Administrator shall provide Defendants with an itemized invoice of the Employer Payroll Contributions (employer-side payroll taxes). Defendants shall fund the verified Employer Payroll Contributions concurrently with the Gross Settlement Amount. Defendants shall also provide any tax information that the Settlement Administrator may need to calculate each Participating Class Members’ Settlement Shares.
10. **Timing of Settlement Payments.** Within fourteen (14) calendar days after both the Gross Settlement Amount payment and the Employer Payroll Contributions have fully cleared into the QSF account, the Settlement Administrator will pay to Class Counsel its Court-approved Litigation Expenses Payment and the Court-approved Attorneys’ Fees Payment; to the Plaintiff, the Representative Service Awards; to the Settlement Administrator, its reasonable fees and expenses; to Participating Class Members, their respective Settlement Shares; and to the LWDA, the

PAGA LWDA Award.

11. No Settlement Class Member shall have any claim against Plaintiff, Class Counsel, Defendants, or the Settlement Administrator based on distributions made substantially in accordance with this Settlement Agreement and/or orders of the Court. No Settlement Class Member shall have any claim against any Released Party or its counsel relating to distributions made under this Settlement.
12. **Uncashed Settlement Share Checks.** A Class Member must cash his or her Class Settlement Share check within one-hundred and twenty (120) calendar days after it is mailed to the Class Member. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Class Member at the correct address. If any Class Member's checks are not cashed within ninety (90) days after the last mailing, the Settlement Administrator will send the Class Member a letter or postcard informing them that unless the checks are cashed in the next thirty (30) days, they will expire and become non-negotiable, and offering to replace the checks if they were lost or misplaced but not cashed. If one or more Class Members fail to cash the check for their Settlement Share within 120 days after they are mailed to their last known address, and if the aggregate funds represented by the uncashed checks total five thousand dollars (\$5,000.00) or more, such undistributed funds will be distributed to each Participating Class Member who cashed the check for their Settlement Share, on a pro rata basis based on the Class Member's Settlement Share divided by the sum of all Settlement Shares of Class Members who cashed checks for their Settlement Shares. If the aggregate funds represented by the uncashed checks total less than \$5,000.00, they will be donated to Legal Aid at Work, a non-profit legal services organization that serves working families with low incomes. Pursuant to CCP 384(b), prior to any distribution to the *cy pres* beneficiary the Court must approve the final accounting, which shall include the total amount of undistributed funds plus "any interest that has accrued thereon" as required by CCP 384(b).

G. Release and Waiver of Claims.

1. **Plaintiff's Release.** In consideration of her Representative Service Award, her individual Settlement Share, and the other relevant terms and conditions of the Settlement, Plaintiff hereby provides a general release of claims for herself, her spouse, heirs, successors and assigns and forever releases, remises, and discharges any and all claims, charges, complaints, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature whatsoever, arising from the beginning of time through the date Plaintiff executes this Agreement, known or unknown, suspected or unsuspected, whether in tort, contract, equity, or otherwise, for violation of any federal, state or local statutes, rule, ordinance or regulation, including but not limited to all claims arising

out of, based upon, or relating to her employment with Defendants or the remuneration for, or termination of, such employment against Defendants and the Released Parties, their related persons and entities, including but not limited to those raised in the Actions; those released by Class Members as set forth below; and those arising from or related to their employment with Defendants (the “Plaintiff’s Released Claims”). Plaintiff’s Released Claims include all claims, whether known or unknown. Thus, even if Plaintiff discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of Plaintiff’s Released Claims, those claims will remain released and forever barred. This release includes, without limiting the generality of the foregoing: any and all claims, demands, causes of actions, obligations, charges, liabilities, attorneys’ fees, costs, actual, compensatory and punitive damages, and all claims for any other type of relief relating to, arising out of, or based upon: all claims of harassment, discrimination, and/or retaliation in violation of local, state or federal law; all claims for failure to engage in the interactive process and/or to provide reasonable accommodation; all claims for wrongful termination in violation of public policy, constructive discharge, and employment-related torts; all claims based on tort and/or breach of contract, whether written or oral, express or implied, and any covenant of good faith and fair dealing; all claims for misrepresentation, fraud, fraudulent inducement, detrimental reliance, and other similar claims; all claims for unpaid commissions, wages, or other benefits, including minimum wage, overtime, double time, vacation, associated penalties and/or premiums; any claim for unlawful or unfair business practices; all claims for emotional distress; any and all claims which were or could have been asserted by Plaintiff and all claims generally relating to Plaintiff including any alleged violation of any federal, state or other governmental statute, regulation, ordinance, or executive order, including without limitation:

- (a) The Civil Rights Act of 1866, 1964, and 1991, as amended;
- (b) 42 U.S.C. § 1981;
- (c) The California Fair Employment and Housing Act;
- (d) Section 503 of the Rehabilitation Act of 1973;
- (e) The Fair Labor Standards Act (including Equal Pay Act);
- (f) The California and United States Constitutions;
- (g) The California Labor Code;
- (h) The California Business and Professions Code;
- (i) The California Government Code;
- (j) The Employee Retirement & Income Security Act, as amended;
- (k) The California Family Rights Act;
- (l) The Americans With Disabilities Act;
- (m) The Family Medical Leave Act;
- (n) The California Pregnancy Discrimination Act;
- (o) The California Wage Orders;

- (p) The National Labor Relations Act;
- (q) The Immigration Relations and Control Act;
- (r) The California Occupational Safety and Health Act, or the Federal equivalent;
- (s) The Worker Adjustment and Retraining Notification Act;
- (t) The Age Discrimination in Employment Act of 1967, as amended;
- (u) The Older Workers' Benefit Protection Act;
- (v) The California Whistleblower Protection Act;
- (w) The Fair Credit Reporting Act;
- (x) The California Consumer Credit Reporting Agencies Act;
- (y) The California Investigative Consumer Reporting Agencies Act;
- and
- (z) The Families First Coronavirus Response Act and similar local, state, and federal laws.

Therefore, because Plaintiff is granting a general release, she expressly waives and relinquishes the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

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

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Plaintiff expressly acknowledges this Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of signing this Agreement, and that this Agreement contemplates the extinguishment of any such claims. Plaintiff warrants that she has read this Agreement, including this waiver of California Civil Code section 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Agreement and specifically about the waiver of section 1542, and that Plaintiff understands this Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters into this Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

Notwithstanding the foregoing General Release and Section 1542 waiver, nothing in this Agreement shall be construed to release claims that cannot be waived as a matter of law, including claims for vested benefits, unemployment insurance, social security, or workers' compensation. Furthermore, nothing in this Release shall prohibit Plaintiff from filing a charge with or participating in an investigation conducted by any administrative agency, including the National Labor Relations Board (NLRB), the Equal Employment Opportunity Commission (EEOC), the California Civil Rights Department (CRD), or the California Labor Commissioner / Division of Labor Standards Enforcement (DLSE); provided, however, that Plaintiff waives any right to any individual monetary recovery, double recovery, or individual relief in connection with any such agency charge or proceeding.

2. **Participating Class Members' Release.** All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from Released Class Claims. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act (FEHA), unemployment insurance, disability, social security, workers' compensation; provided, however, that this reservation of claims does not apply to any claim that arises out of or relates to the same factual predicate as the Released Class Claims during the Class Period, all of which are forever barred and released. Participating Class Members do not release any claims based entirely on facts occurring outside the Class Period, or claims that cannot be waived as a matter of law. Nothing in this Release shall prohibit Participating Class Members from filing a charge with or participating in an investigation conducted by any administrative agency, including the National Labor Relations Board (NLRB) or the Equal Employment Opportunity Commission (EEOC), the California Civil Rights Department (CRD), or the California Labor Commissioner / Division of Labor Standards Enforcement (DLSE).
3. **PAGA Release.** Upon the entry of Judgment and the full funding of the Gross Settlement Amount, Plaintiff, the California Labor and Workforce Development Agency ("LWDA"), and each PAGA Aggrieved Employee (regardless of whether they object or cash their checks) shall be deemed to have released and forever discharged the Released Parties from the PAGA Released Claims. "PAGA Released Claims" includes any and all claims for civil penalties that could have been sought by the LWDA, or any aggrieved employee, for the violations alleged, or that could have been alleged based on the same factual predicate of the allegations contained in Plaintiff's letter to the LWDA by way of the PAGA Notice for violations of Labor Code sections 200, 201, 202, 203, 204, 204b, 210, 223, 226, 226.2, 226.3, 226.7, 227.3, 246, 256, 510, 511, 512, 558, 1174, 1174.5, 1182.12, 1193.6, 1194, 1194.2, 1197, 1197.1, and 1198, and 2802. The

PAGA Released Claims are those that accrued during the period from September 28, 2022 through May 31, 2026.

H. **Miscellaneous Terms.**

1. **Stipulation for Class Certification.** Plaintiff shall move for, and Defendants will not oppose, conditional certification of the Class as defined herein, including all Class Members for purposes of settlement only, and for appointment of Named Plaintiff as the Class Representative, and Marco A. Palau, Joseph D. Sutton, and Eric S. Trabucco of Advocates for Worker Rights, LLP as Class Counsel. The Parties agree that class certification is for purposes of this Settlement only. If, however, the Settlement does not become final for any reason, the Parties' Settlement Agreement, including this Stipulation for Class Certification, shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, whether class certification would be appropriate in any other context in this litigation.
2. **No Admission of Liability.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Actions have merit.
3. **References.** Defendants agree that any request for information or a reference related to Plaintiff's employment with Defendants will be routed to Defendants' Human Resources department, which will respond with only Plaintiff's dates of employment and last job title held, provided that Plaintiff instructs all prospective employers to make such inquiries exclusively through Defendants' Human Resources department.
4. **Enforcement.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.
5. **Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.
6. **Attorney Authorization.** Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the

terms of this Agreement including any amendments to this Agreement.

7. **Cooperation.** The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution, with the mediator's fees to be split equally between the Parties.
8. **Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Actions in abeyance, including outstanding written discovery, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval hearing to be conducted by the Superior Court.
9. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.
10. **Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of each of the Parties.
11. **No Prior Assignment.** Plaintiff hereby represents, covenants, and warrants 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 rights herein released and discharged.
12. **Applicable Law.** All terms and conditions of this Agreement will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
13. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
14. **Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Actions and have arrived at this Agreement through arm's length negotiations, taking into account all relevant factors, current and potential.
15. **No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related

to this Agreement, and that Class Members will assume any such tax obligations or consequences that may arise from this Agreement, and that Class Members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Class Member, such Class Member assumes all responsibility for the payment of such taxes. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

16. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
17. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by U.S. Mail, addressed as follows:

CLASS COUNSEL

Marco A. Palau
Joseph D. Sutton
Eric S. Trabucco
Advocates for Worker Rights LLP
212 9th Street, Suite 314
Oakland, CA 94607
Tel: (510) 269-4200
Fax: (408) 657-4684

DEFENDANTS' COUNSEL

Jonathan M. Reymann
Earned Legal, PC dba Dental & Medical Counsel
1904 Olympic Blvd., Suite 240
Walnut Creek, CA 94596
Tel: (925) 999-8200

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

Agreement.

19. **Confidentiality Prior to Preliminary Approval.** Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial order or subpoena requiring disclosure of this Agreement. Following the filing of the Motion for Preliminary Approval, Plaintiff and Class Counsel agree that they will not issue any press releases, initiate any contact with the media, or engage in any marketing campaigns regarding the facts or terms of this settlement.

It shall not be a violation of this Section for Class Counsel to post notice of settlement on its firm website and post the settlement agreement and class notice, so class members can review the full settlement agreement, see the final approval hearing date, and any changes to that date.

Notwithstanding anything to the contrary in this Agreement, nothing herein shall prohibit or restrict Plaintiff or Participating Class Members from discussing or disclosing information about unlawful acts in the workplace including, but not limited to, harassment, discrimination, or any other conduct that they have reason to believe is unlawful under California law (*See* Code of Civil Procedure § 1001 & Government Code § 12964.5.)

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IV. EXECUTION BY PARTIES

The Parties hereby execute this Agreement.

Dated: 07/27/2026

By *Jessica Cruz*
Jessica Cruz

Yahya H. Radwan, DDS, Inc.

Dated: 08/11/26

By: *Yahya Radwan*
Yahya Radwan (Aug 11, 2026 13:51:27 PDT)

Print Name: Yahya Radwan

Dated: 08/11/26

By: *Yahya Radwan*
Yahya Radwan (Aug 11, 2026 13:51:27 PDT)

Print Name: Yahya H. Radwan