

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

Subject to Court approval, this Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Eileen Seffron and Juan Cabrera (“Plaintiffs”), individually and on behalf of the Settlement Class, and Defendant SIR Fitness Holdings LLC (“SIR”) (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties” or individually as a “Party.”

1. DEFINITIONS.

1.1. “Action” means Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned *Eileen Seffron et al. v. SIR Fitness Holdings LLC et al.*; Case No. 37-2023-00040619-CU-OE-CTL, pending in the San Diego County Superior Court.

1.2. “Administrator” means CPT Group the neutral entity the Parties have agreed to appoint to administer the Settlement as described in this Agreement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with the Preliminary Approval of the Settlement. The not to exceed bid shall be the maximum amount allocated for Administration Expenses Payment, except either Party may seek to adjust this amount for good cause and subject to Court approval.

1.4. “Aggrieved Employee” means all current and former non-exempt employees who worked for SIR in California at any time during the PAGA Period.

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

1.6. “Class Counsel” means Ferraro Vega Employment Lawyers, Inc.

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

1.8. “Class Data” means Class Member identifying information in SIR’s possession including the Class Member’s name, last known mailing address, Social Security number, and hire and termination dates during the Class Period.

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

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources,

methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. “Class Notice” means the Notice of Class Action and PAGA Settlement, attached as **Attachment A** and including the Request for Exclusion, attached as **Attachment B**, to be mailed to Class Members and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from September 19, 2019 through July 31, 2025.

1.13. “Class Representatives,” “Named Plaintiffs” or “Plaintiffs” refer to Eileen Seffron and Juan Cabrera.

1.14. “Class Representative Service Payment(s)” means the payment to the Plaintiffs for initiating and providing services in support of the Action in an amount up to \$20,000 (\$10,000 to Plaintiff Eileen Seffron and \$10,000 to Plaintiff Juan Cabrera), subject to Court approval, which also constitutes consideration for Plaintiffs’ individual settlement and general release of all claims, as set forth in this Agreement.

1.15. “Court” means the San Diego County Superior Court.

1.16. “Defendant” means named Defendant SIR Fitness Holdings LLC. As set forth below, Defendant Steve Clinefelter shall be dismissed without prejudice from the Action as a condition of settlement.

1.17. “Defense Counsel” means Marie Burke Kenny and Karina Lo from the law firm of Procopio, Cory, Hargreaves & Savitch LLP.

1.18. “Effective Date” means the date on which the Court enters Judgment on its order granting Final Approval of the Settlement and the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (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 (iii) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

1.20. “Final Approval Hearing” means the Court’s hearing on the final motion for approval of the Settlement.

1.21. “Gross Settlement Amount” means **\$750,000**, which is the total amount SIR agree to pay under the Settlement, subject to the terms and conditions of this Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses Payment.

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

1.23. “Individual PAGA Payments” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.24. “Judgment” means the judgment entered by the Court based upon the Final Approval of the Settlement.

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

1.26. “LWDA PAGA Payment” means the 75% share of the PAGA Payment allocated to be paid to the LWDA under Labor Code section 2699, subd. (m).

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

1.28. “Non-Participating Class Member” means any Class Member who submits a valid and timely Request for Exclusion from the Settlement.

1.29. “Operative Complaint” means the most recently filed complaint, including amended complaints, filed by Plaintiffs.

1.30. “PAGA” means California’s Private Attorneys General Act of 2004 (Labor Code § 2698, et seq.).

1.31. “PAGA Counsel” or “Plaintiffs’ Counsel” means Ferraro Vega Employment Lawyers, Inc.

1.32. “PAGA Notices” means Named Plaintiffs’ letters to Defendant(s) and the LWDA, including any amendments thereto, pursuant to Labor Code § 2699.3(a).

1.33. “PAGA Payment” means \$20,000, which is the amount provided in exchange for the release of the PAGA claims addressed in this Settlement, and which shall be paid from the Gross Settlement Amount, with 75% of the PAGA Payment constituting the LWDA Payment, with the remaining 25% constituting the Net PAGA Payment to be allocated and paid to PAGA Members.

1.34. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.35. “PAGA Period” means September 14, 2022 through July 31, 2025.

1.36. “PAGA Representative,” “Named Plaintiffs” or “Plaintiffs” refer to Eileen Seffron and Juan Cabrera.

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

1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.39. “Preliminary Approval Order” means the proposed order granting preliminary approval and approval of PAGA Settlement.

1.40. “Released Claims” means the claims being released in connection with this Settlement, as set forth in full below.

1.41. “Released Parties” means: Defendant and each of its former and present parent companies, subsidiaries, affiliates, divisions, and joint ventures, and all of their past and present shareholders, officers (including but not limited to Steve Clinefelter), directors, employees, agents, servants, owners, members, investors, executors, administrators, general partners, limited partners, real or alleged alter egos, predecessors, successors, transferees, assigns, registered representatives, attorneys, insurers, partners, profit sharing, savings, health and other employee benefit plans of any nature, the successors of such plans and those plans’ respective trustees, administrators, agents, employees, attorneys, fiduciaries, and other persons acting on their behalf, and each of them, and the predecessors and successors, assigns and legal representatives of all such entities and individuals.

1.42. “Request for Exclusion” means a Class Member’s submission of a signed written request to be excluded from the Class Settlement, including on the form provided with the Class Notice.

1.43. “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, 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 Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

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

1.45. “Workweek” means any week during which a Class Member worked for SIR for at least one day during the Class Period.

1.46. “Workweek Estimate” means, based on a review of SIR’s records to date, a total of 76,500 Class Workweeks.

2. RECITALS.

2.1. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff Eileen Seffron gave timely notice to SIR Fitness Holdings LLC and the LWDA by submitting the PAGA Notice on September 14, 2023.

2.2. On September 19, 2023, Plaintiff Eileen Seffron commenced this Action by filing a Complaint against SIR Fitness Holdings LLC on behalf of herself and all others similarly situated, alleging (1) failure to pay minimum wage; (2) failure to pay overtime; (3) failure to provide compliant meal periods or pay required premiums; (4) failure to provide compliant rest periods or pay required premiums; (5) failure to pay sick leave at the correct rate; (6) failure to timely pay wages during employment; (7) failure to provide accurate wage statements; (8) failure to pay wages due upon termination or required waiting time penalties; (9) failure to indemnify for necessary expenditures; (10) California Business & Professions Code sections 17200, *et seq.*

2.3. On November 28, 2023, Plaintiff Eileen Seffron filed a First Amended Complaint, adding a cause of action for civil penalties under the PAGA.

2.4. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff Juan Cabrera gave timely notice to SIR Fitness Holdings LLC and the LWDA by submitting the PAGA Notice on February 13, 2024.

2.5. On April 25, 2024, Plaintiff Eileen Seffron filed a Second Amended Complaint, adding Plaintiff Juana Cabrera as a named Plaintiff. The Second Amended Complaint is the operative complaint in the Action (the “Operative Complaint”).

2.6. On June 4, 2025, Plaintiffs filed an Amendment to the Complaint, substituting Defendant Steve Clinefelter as Doe 1. As a condition of this settlement, Plaintiffs shall submit a request to the Court seeking the dismissal of Defendant Steve Clinefelter without prejudice from the Action within fifteen (15) days of the execution of this Agreement.

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

2.8. Plaintiffs and Plaintiffs’ Counsel have engaged in good faith, arms-length negotiations with Defendant concerning possible settlement of the claims asserted in the Action. These good faith, arms-length negotiations resulted in settlement of the Litigation and are memorialized in this Settlement Agreement after extensive negotiations about the terms and conditions of the Settlement.

2.9. Plaintiffs’ Counsel conducted extensive investigation, discovery, review and analysis of data and documents, and evaluation concerning the claims set forth in the Action.

2.10. Plaintiffs’ Counsel has conducted an investigation of the law and facts relating to the claims asserted in the Action and has concluded, taking into account the sharply contested issues involved, the defenses asserted by Defendant, the expense and time necessary to pursue the Action through trial and any appeals, the risks and costs of further prosecution of the

Action, the risk of an adverse outcome, the uncertainties of complex litigation, and the substantial benefits to be received by Plaintiffs and the Class Members and State of California pursuant to this Agreement, that a settlement with Defendant on the terms and conditions set forth herein is fair, reasonable, adequate, and in the best interests of the Class and State of California. Plaintiffs, on their own behalf, on behalf of the Class, and as a private attorney general on behalf of the State of California with respect to PAGA Members, have agreed to settle the Action with Defendant on the terms set forth herein.

2.11. Defendant has concluded that, because of the substantial expense of defending against the Action, the length of time necessary to resolve the issues presented herein, the inconvenience involved, and the concomitant disruption to their business operations, it is in Defendant's best interest to accept the terms of this Agreement. Defendant denies each of the allegations and claims asserted against them in the Litigation and contend that it attempted in good faith to comply with all applicable wage and hour laws. However, Defendant nevertheless desires to settle the Action for the purpose of avoiding the burden, expense and uncertainty of continuing litigation and for the purpose of putting to rest the controversies engendered by the Action.

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

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Subject to all terms of this Agreement, SIR promises to pay the Gross Settlement Amount of \$750,000 in connection with this Settlement. SIR has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadlines set forth in this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim or form as a condition of payment. The Gross Settlement Amount is non-reversionary.

3.1.1. Employer Payroll Taxes: The Gross Settlement Amount does not include any employer payroll taxes owed on the Wage Portion of the Individual Class Payments, which shall be paid separately by SIR as calculated by the Administrator.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Named Plaintiffs: The Class Representative Service Payment of not more than \$20,000 (\$10,000 to Eileen Seffron and \$10,000 to Juan Cabrera), in addition to any Individual Class Payment and Individual PAGA Payment that they may be entitled to receive as a Participating Class Member. If the Court approves a Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. Defendant will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. An award of less than the requested

amount for the Class Representative Service Payment will not give rise to a basis to abrogate the Settlement Agreement and the Court has authority under this Agreement to reduce (or increase) the Service Payment, at its discretion at the final approval stage. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Plaintiffs' Counsel: A Class Counsel Fees Payment of not more than 33.33% of the Gross Settlement Amount, which is currently estimated to be \$249,975, and Class Counsel Litigation Expenses Payment of not more than \$35,000. Defendant will not oppose requests for these payments, provided the requests do not exceed the amounts set forth in this Agreement. If the Court approves a Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment in an amount less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Released Parties shall have no liability to Plaintiffs' Counsel arising from any claim to any portion of the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment, except that Plaintiffs through Plaintiffs' counsel have a right to recover those amounts from Defendant pursuant to this Agreement and any default of payments owed under this Agreement. Plaintiffs' Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$25,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than this estimate, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.4. To Each Participating Class Member/Tax Allocation: The Administrator will calculate each Participating Class Member's Individual Class Payment by: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period; and (b) multiplying the result by each Participating Class Member's Workweeks. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.5. To the LWDA: Subject to Court approval, the PAGA Payment will be allocated to cover any and all claims for civil penalties associated with the Released Claims that were, or could have been, brought in the Action under PAGA based on the factual allegations in the Operative Complaint and PAGA Notice; 75% of the PAGA Payment (\$15,000) will be paid to the LWDA (i.e., the LWDA PAGA Payment) and the remaining 25% of the PAGA Payment

(\$5,000) (i.e., the Individual PAGA Payments) will be distributed to all Aggrieved Employees as penalties in exchange for a full and final release of the PAGA claims. The Court has authority under this Agreement to increase (or reduce) the PAGA Payment up to and including at the final approval hearing, and the Parties respectfully reserve the right to increase (or reduce) the PAGA Payment up to and including at the final approval stage, subject to the Court's final approval. If the Court approves a PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.6. To Each PAGA Member/Tax Allocation: The Administrator will calculate each Individual PAGA Payment by: (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Payment (\$5,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. The Individual PAGA Payments are not subject to wage withholdings and will be reported on IRS 1099 Forms. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. If the Court approves a PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Estimated Class Workweeks and Class Members. Based on a review of its records to date, SIR estimates there are approximately 1,300 Class Members who collectively worked approximately 76,500 Workweeks.

4.2. Delivery of Class Data to Administrator. Not later than 15 days after the Court grants Preliminary Approval (or approval of the Settlement in a PAGA only action), SIR will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. SIR has a continuing duty to immediately notify Plaintiffs' Counsel if it discovers that the Class Data omitted Class Members' identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the foregoing deadline the Parties and their counsel must expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding Schedule. Defendant shall fully fund the Gross Settlement Amount and fund the amounts necessary to fully pay its share of payroll taxes by transmitting the funds to the Administrator according to the following schedule:

- An "Initial Payment" of **\$350,000**, due to the Administrator within 10 days of the execution of this Settlement Agreement; and

- **Eight (8)** additional “Quarterly Payments” of \$50,000 shall be made to the Settlement Administrator once every Quarter after date of the Initial Payment:

1. 2025 Q4 - December 31, 2025 - \$50,000
2. 2026 Q1 - March 31, 2026 - \$50,000
3. 2026 Q2 - June 30, 2026 - \$50,000
4. 2026 Q3 - September 30, 2026 - \$50,000
5. 2026 Q4 - December 31, 2026 - \$50,000
6. 2027 Q1 - March 31, 2027 - \$50,000
7. 2027 Q2 - June 30, 2027 - \$50,000
8. 2027 Q3 - September 30, 2027 - \$50,000 **This final 2027 Q3 payment due on Sept. 30, 2027 shall include the Employer Payroll Taxes in an amount to be determined by the Administrator.*

4.4. Payments from the Gross Settlement Amount. Within 14 days after the Effective Date, the Administrator shall be authorized to disburse payment of the Administration Expenses Payment, the LWDA PAGA Payment, Class Representative Service Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment from the Initial Payment and any subsequent Quarterly Payments, and hold in trust the remaining sums for disbursement of Individual Class Payments and Individual PAGA Payments until the final payment is received on or before September 30, 2027 in accordance with the Funding Schedule. Within 14 days after the later date of (a) the Effective Date and (b) the date SIR completely funds the Gross Settlement Amount via full payment of the Initial Payment and Quarterly Payments (including Employer Payroll Taxes) according to the Funding Schedule (i.e., no later than Sept. 30, 2027), the Administrator will mail checks for all Individual Settlement Payments and Individual PAGA Payments.

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

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without United States Postal Service (“USPS”) forwarding addresses. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered.

The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds, in the name of the Class Member to the State of California's Unclaimed Property Division, thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

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

4.4.5. The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees, who have no right to opt-out or otherwise exclude themselves from the settlement and release of PAGA claims set forth in this Settlement.

4.5. Payments to the Responsible Tax Authorities. The Administrator will pay the Participating Class Members' portion of normal payroll withholding taxes out of each person's Individual Class Payment. The Administrator shall also pay SIR's portion of payroll taxes as the current or former employer (including the employer's payment of applicable FICA, FUTA, and SUI contributions, etc.) to the appropriate local, state, and federal taxing authorities. The Administrator will calculate the amount of the Participating Class Members' and SIR's portion of payroll withholding taxes and forward those amounts to the appropriate taxing authorities.

4.6. Default. SIR's failure to make a timely installment payment shall be considered a default. In the event SIR fails to make payments in strict accordance with the Funding Schedule (i.e., full timely payment of the Initial Payment and subsequent Quarterly Payments), SIR shall have a seven (7) day "Grace Period" to cure the default and tender the payment due. If Defendant fails to cure a default within the seven-day Grace Period, Plaintiffs are entitled to move the Court on an ex parte basis to enforce the judgment against Defendant and Defendant shall be liable for attorneys' fees and costs along with any additional pre- and post-judgment interest on the balance remaining. Plaintiffs shall also be entitled to recover any and all costs of collection in the event of a Default by Defendant. Pursuant to the terms of this Settlement, either party may move for enforcement of this Settlement pursuant to Code of Civil Procedure sec. 664.6 and its procedures for enforcement and judgment.

4.7. Personal Guaranty. For and in consideration of execution of this Agreement, Steve Clinefelter, who is presently named as a defendant, shall be dismissed without prejudice, in exchange for his personal guarantee of the payments owed by SIR under this Agreement for the Gross Settlement Amount and employer side payroll taxes. In the event of SIR's failure to make payments under the terms of this Agreement and failure to cure any default within the seven-day Grace Period, Plaintiffs may move to enforce this judgment against Steve Clinefelter through a motion for amended judgment and then, subsequently, through collection actions. This personal guaranty includes a guaranty of payment of any further amounts that may be owed under this agreement post-judgment, including post-judgment interest on the unpaid balance and costs and

fees associated with enforcement. In the event of nonpayment under the terms of this Agreement, the Parties agree that the final judgment may be amended through stipulation or motion to add Steve Clinefelter to the judgment.

5. RELEASES OF CLAIMS.

Effective on the date when SIR fully funds the Gross Settlement Amount and all associated employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Plaintiff's Counsel will release against all Released Parties as follows:

5.1. Named Plaintiffs' General Release. Named Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint or ascertained during the Action; (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Named Plaintiffs' PAGA Notices, or ascertained during the Action and released under 5.2 below); and (c) any other claims, debts, liabilities, demands, damages, obligations, actions and causes of actions, of any nature whatsoever, whether known or unknown, or suspected or unsuspected, arising out of or in connection with their employment with SIR, the separation of such employment, or any other act, omission or event occurring between the Parties at any time prior to the date the Named Plaintiffs executes this Agreement. This General Release includes, without limitation: (1) all claims for violation of any federal, state or local statute, ordinance or regulation relating to employment benefits, leaves of absence, or discrimination, harassment, retaliation, or whistleblowing in employment, specifically including, without limitation, the California Fair Employment and Housing Act, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Genetic Information Nondiscrimination Act, the Americans with Disabilities Act, the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the Securities Act, the Immigration Reform and Control Act the Worker Adjustment and Retraining Notification Act of 1988, the California Worker Adjustment and Retraining Notification Act, the Uniformed Service Employment and Reemployment Rights Act, and any regulation of any administrative agency or governmental authority relating to employment benefits or discrimination or harassment or retaliation in employment; (2) all claims for failure to pay minimum, overtime or doubletime wages (including for alleged off-the-clock work, alleged preliminary work or postliminary work, alleged training or meetings off-the-clock, or alleged time spent driving to meetings or trainings); failure to include non-discretionary remuneration, bonuses, commissions, or other incentive pay in the regular rate of pay for overtime or doubletime compensation; failure to provide meal periods; failure to provide rest periods; failure to pay meal or rest period premiums at the regular rate of pay; failure to pay paid sick leave at the regular rate of pay; failure to provide accurate itemized wage statements (including for alleged failure to properly state the legal name of the employer on wage statements); failure to maintain accurate records; failure to reimburse business expenses (including but not limited to personal cell phone expenses, office, cleaning, promotional, and fitness supplies, and personal vehicle expenses and mileage); failure to pay wages when due during employment; and failure to pay all wages due upon termination of employment; and any claim for violations of the California Labor Code, California's Business and

Professions Code § 17200 et seq., and the applicable California Industrial Welfare Commission Wage Order; (3) any non-statutory tort or contractual claim, including all claims for breach of oral, implied or written contract, breach of implied covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, and conversion; (4) all claims for wrongful termination of employment; (5) all claims for wages, penalties and/or benefits, interest, or attorneys' fees or costs associated with the above-numerated claims or causes of actions under California or federal law. Named Plaintiffs' General Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits, or class claims outside of the Class Period. Named Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Named Plaintiffs' General Release shall be and remain effective in all respects, notwithstanding such different or additional facts or their discovery of them.

5.1.1. Named Plaintiffs' Section 1542 Waiver. For purposes of Named Plaintiffs' General Release, Named Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2. Release by Participating Class Members: 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 any and all wage-related claims that were alleged in or which could have been alleged in the Action based on the factual allegations in the Action, arising during the Class Period, including the following claims, under any legal theory of liability, for: failure to pay minimum, overtime or doubletime wages (including for alleged off-the-clock work, alleged preliminary work or postliminary work, alleged training or meetings off-the-clock, or alleged time spent driving to meetings or trainings); failure to include non-discretionary remuneration, bonuses, commissions, or other incentive pay in the regular rate of pay for overtime or doubletime compensation; failure to provide meal periods; failure to provide rest periods; failure to pay meal or rest period premiums at the regular rate of pay; failure to pay paid sick leave at the regular rate of pay; failure to provide accurate itemized wage statements (including for alleged failure to properly state the legal name of the employer on wage statements); failure to maintain accurate records; failure to reimburse business expenses (including but not limited to personal cell phone expenses, office, cleaning, promotional, and fitness supplies, and personal vehicle expenses and mileage); failure to pay wages when due during employment; and failure to pay all wages due upon termination of employment; all claims for violations of the Industrial Welfare Commission Wage Orders, California Labor Code, and California Business and Professions Code section 17200, et seq., that arise from the Alleged Violations; and any potential penalties, interest or attorneys' fees associated with these causes of action (other than PAGA penalties and related attorneys' fees under Labor Code section 2699, et seq., which are separately released) under California or federal law. Participating Class Members **do not** release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social

security, workers' compensation, or claims based on facts outside of the Operative Complaint occurring outside the Class Period.

5.3. Release by Aggrieved Employees: All Aggrieved Employees and the LWDA release Released Parties from, and are forever barred from pursuing such against Released Parties for all claims for PAGA penalties that were alleged, or reasonably could have been alleged, in and/or arising out of the facts alleged in the Operative Complaint and the PAGA Notices during the PAGA Period, and ascertained in the course of the Action, including, without limitation penalties predicated on the underlying alleged violations for: failure to pay minimum, overtime or doubletime wages (including for alleged off-the-clock work, alleged preliminary work or postliminary work, alleged training or meetings off-the-clock, or alleged time spent driving to meetings or trainings); failure to include non-discretionary remuneration, bonuses, commissions, or other incentive pay in the regular rate of pay for overtime or doubletime compensation; failure to provide meal periods; failure to provide rest periods; failure to pay meal or rest period premiums at the regular rate of pay; failure to pay paid sick leave at the regular rate of pay; failure to provide accurate itemized wage statements (including for alleged failure to properly state the legal name of the employer on wage statements); failure to maintain accurate records; failure to reimburse business expenses (including but not limited to personal cell phone expenses, office, cleaning, promotional, and fitness supplies, and personal car expenses and mileage); failure to pay wages when due during employment; and failure to pay all wages due upon termination of employment and any other violations of the California Labor Code that were alleged in Named Plaintiffs' Operative Complaint and PAGA Notices.

6. MOTION FOR SETTLEMENT APPROVAL. Plaintiffs shall prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

6.1. Named Plaintiffs' Responsibilities. Prior to filing, Named Plaintiffs shall prepare and deliver to Defense counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under Dunk/Kullar and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a)), Operative Complaint (Lab. Code, § 2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); and (vi) In their Declarations, Named Plaintiffs and Plaintiffs' Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Preliminary Approval Motion. SIR shall accept service of the Motion (or any other motions, stipulations, declarations, proposed orders, exhibits, or other documents filed in connection with this Settlement) via electronic service at the email addresses set forth in this

Agreement or, if an electronic service agreement is already in place, at the email addresses in the Parties' electronic service agreement.

6.3. PAGA Approval. Plaintiffs shall prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this PAGA Settlement under Labor Code § 2699(s)(2). To effectuate Final Approval and Judgment of the Settlement of PAGA claims, Plaintiffs shall prepare either a Joint Stipulation Approving PAGA Settlement (subject to Defense Counsels' review and revision) or a Motion for Approval of PAGA Settlement. Plaintiffs shall file declarations from Plaintiffs' Counsel and the Named Plaintiffs to support the Settlement.

6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Settlement or forthcoming motions or joint stipulations for approval, Plaintiffs' Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to resolve the disagreement. If the Court does not grant settlement approval or conditions any approval or review on any material change to this Agreement, Plaintiffs' Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to modify the Agreement and satisfy the Court's concerns. Should the Court decline to approve all material aspects of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected the Administrator to administer this Settlement and verified that as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number to calculate payroll tax withholdings and report to state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation section 468B-1.

7.4. Notice to Class Members.

7.4.1. No later than 3 business days after receipt of the Class Data, the Administrator shall notify Plaintiffs' Counsel that the list has been received and state the number of Class Members and Class Workweeks in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and no later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice

substantially in the form attached to this Agreement as Attachment A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment payable to the Class Member, and the number of Class Workweeks used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3. Not later than 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.

7.4.4. The deadlines for Class Members' written objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the time otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, SIR or Plaintiffs' Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in a good-faith effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The

Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases paragraph of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment, nor shall they have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees have no right to object or exclude themselves from the PAGA Settlement and are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Class Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Class Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Class Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Class Workweeks to Defense Counsel and Plaintiffs' Counsel and the Administrator's determination of the challenges.

7.7. Objections to Settlement.

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

7.7.2. Participating Class Members may send written objections to the Administrator, by email or mail. Alternatively, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

7.8. Administrator Duties. The Administrator has a duty and is authorized to perform and/or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise and as necessary to effectuate and administer the Settlement in a manner consistent with the terms of this Agreement.

7.8.1. Email Address and Toll-Free Number. The Administrator will establish, maintain, and use its own company website with their contact information included so that Class Members may find the Administrator on the World Wide Web. The company website shall include information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member telephone calls and emails.

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the Response Deadline, the Administrator shall email a list to Plaintiffs' Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Plaintiffs' Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4. Class Workweek Challenges. The Administrator has the authority to address and make final decisions, consistent with the terms of this Agreement, on all Class Member challenges over the calculation of Class Workweeks. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5. Administrator's Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Plaintiffs' Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement

its declaration as needed or requested by the Parties and/or the Court. Plaintiffs' Counsel is responsible for filing the Administrator's declaration(s) in Court.

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

8. ESCALATION CLAUSE/SHORTENED RELEASE PERIOD. Based on its records, SIR has provided a Workweek Estimate of 76,500 Workweeks. In the event the total Class Workweeks set forth in the Class Workweek Estimate is incorrect by more than 10%, (i.e., 84,150) then, at Defendant SIR's option, the Gross Settlement Amount will either increase by 1% for every 1% over the 10% threshold (i.e. 84,150), or, alternatively, SIR has the option to shorten the Class Period end date on the date in which the number of Class Workweeks is 76,500.

9. EMPLOYEE ESTIMATE. Based on the records evaluated, there are an estimated 1300 Class Members covered by this Agreement.

10. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. If Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party shall have any further obligation to perform under this Agreement; provided, however, SIR will remain responsible for paying all Settlement Administration Expenses incurred to that point. To elect to withdraw, SIR must notify Plaintiffs' Counsel and the Court of its election to withdraw not later than 7 days after the Response Deadline.

11. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the Final Approval Hearing, Named Plaintiffs will file in Court and serve on Defendant a Motion for Final Approval of the Settlement that includes a Proposed Final Approval Order and a Proposed Judgment, which shall specifically state and include a request for approval of the PAGA settlement under Labor Code § 2699, subd. (s) (collectively, "Motion for Final Approval"). Plaintiffs' Counsel will provide drafts of the Motion for Final Approval not later than 7 days in advance of filing for Defense Counsel's review. Plaintiffs' Counsel and Defense Counsel will expeditiously meet and confer in good faith to resolve any disagreements concerning the Motion for Final Approval. SIR shall accept service of the Motion for Final Approval (or any other motions, stipulations, declarations, proposed orders, exhibits, or other documents filed in connection with this Settlement) via electronic service at the email addresses set forth in this Agreement or, if an electronic service agreement is already in place, at the email addresses in the Parties' electronic service agreement.

11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together through counsel in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify the Court's award of the Class Representative Service Payment or any payments to Plaintiffs' Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

13. ADDITIONAL PROVISIONS.

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by the Parties that any of the allegations or the defenses in the Operative Complaint or PAGA Notices have merit or that Defendant have any liability for any claims asserted or that any claims may proceed on a class, collective, or representative basis. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Plaintiffs' Counsel, Defendant 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 or agency order, inquiry, or subpoena seeking such information. Plaintiff, Plaintiffs' Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Plaintiffs' Counsel's ethical obligations owed to Class Members.

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

13.4. 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.

13.5. Attorney Authorization. Plaintiffs' Counsel and Defense Counsel separately warrant and represent that they are authorized by the Parties, 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.

13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court, among other things. 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.

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

13.8. No Tax Advice. Neither the Parties, Plaintiffs' Counsel, 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.

13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or Plaintiffs' Counsel and Defense Counsel, as their legal representatives, and approved by the Court.

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

13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.

13.12. 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.

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

13.14. Use and Return of Class Data. Information provided to Plaintiffs' Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by SIR in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from SIR unless, prior to the Court's discharge of the Administrator's obligation, SIR makes a written request to Plaintiffs' Counsel for the return, rather than the destruction, of Class Data.

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

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

13.17. Notice. All notices or other communications between the Parties required in connection with this Agreement shall be in writing and shall be deemed to have been duly given as of the 3rd business day after mailing by U.S. Mail or the same day if sent by email, addressed as follows:

To Plaintiffs:

Ferraro Vega Employment Lawyers, Inc.

Attn: Nicholas J. Ferraro

Lauren N. Vega

Mariela R. Romo

3333 Camino del Rio South, Suite 300

San Diego, CA 92108 USA

nick@ferrarovega.com / classactions@ferrarovega.com

www.ferrarovega.com

To Defendant:

Procopio, Cory, Hargreaves & Savitch LLP

Attn: Marie Burke Kenny

Karina J. Lo

12544 High Bluff Drive, Suite 400

San Diego, Ca 92130

marie.kenny@procopio.com

karina.lo@procopio.com

sandra.olave@procopio.com

employmentlawcalendaring@procopio.com

13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts using physical and/or electronic signatures (i.e. DocuSign, SignRequest, Adobe Sign, etc.), which shall be accepted as originals for purposes of this Agreement. 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.

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process. However, the stay shall not apply to any right of either Party to enforce the terms of this Agreement, including but not limited to ex parte applications to enforce the judgment.

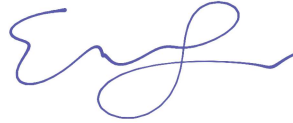
13.20. Enforcement. The parties expressly stipulate for the settlement of the case, and hereby agree that Court, upon motion, may enter judgment pursuant to the terms of this Settlement. If requested by the parties, the parties expressly request that the Court retain jurisdiction over the Parties to enforce the Settlement until performance in full of the terms of the settlement, pursuant to Code of Civil Procedure sec. 664.6 and its procedures for enforcement.

SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Eileen Seffron

Date: Dec 1, 2025



Eileen Seffron

Plaintiff Juan Cabrera

Date: Dec 1, 2025



Juan Cabrera

Defendant SIR Fitness Holdings LLC

Date: _____

Name: _____

Title: _____

SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Eileen Seffron

Date: _____
Eileen Seffron

Plaintiff Juan Cabrera

Date: _____
Juan Cabrera

Defendant SIR Fitness Holdings LLC

Date: December 5, 2025
Name: Steve Clinefelter
Title: CEO

DocuSigned by:

7BE72CDEB44A4CD

Attachment A

Notice of Class Action Settlement

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

Eileen Seffron, et al. v. SIR Fitness Holdings LLC, et al.
Superior Court of the State of California for the County of San Diego
Case No. 37-2023-00040619-CU-OE-CTL

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against SIR Fitness Holdings LLC (“Defendant” or “SIR”) for alleged wage and hour violations. The Action was filed by former SIR employees Eileen Seffron and Juan Cabrera (collectively, “Plaintiffs”) and alleges (1) Defendant failed to pay wages, reimburse expenses, and seeks statutory damages and penalties, interest and attorneys’ fees on behalf of a class of nonexempt employees of SIR in California (“Class Members”) during the Class Period (September 19, 2019 through July 31, 2025); and (2) that Defendant is liable for penalties under the California Private Attorneys General Act (“PAGA”) for alleged Labor Code violations affecting all nonexempt employees of SIR in California during the PAGA Period (September 14, 2022 through July 31, 2025) (“Aggrieved Employees”). Plaintiffs and Defendant are collectively referred to as the “Parties.”

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on SIR’s records, and the Parties’ current assumptions, your Individual Class Payment and Individual PAGA Payment are shown in the charts below, along with the applicable data points from which these estimates are derived. The actual amount you may receive likely will be different and will depend on a number of factors.

[**CLASS MEMBER NAME**] [**ID/CONTROL NUMBER**]

<i>Calculations and Data Points for Estimated Individual Class Payment</i>	
Total Weeks Worked during Class Period	<i>Estimated Individual Class Payment</i>
INSERT	\$INSERT
<i>Calculations and Data Points for Estimated Individual PAGA Payment</i>	
Total Pay Periods during PAGA Period	<i>Estimated Individual PAGA Payment</i>
INSERT	\$INSERT

If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

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

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. SIR must pay Individual PAGA Payments to all

	Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Plaintiffs’ Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduce the overall amount paid to Participating Class Members. You can object to the amounts requested by Plaintiffs’ Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the	The Court’s Final Approval Hearing is scheduled to take place on . You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to SIR’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by . See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of SIR. Plaintiffs allege Defendant failed to pay minimum wages, failed to pay all overtime wages, failed to provide meal periods, failed to provide rest periods, failed to pay sick leave, failed to timely pay wages, failed to provide accurate itemized wage statements, failed to pay all wages due upon termination or pay waiting time penalties, failed to reimburse business expenses, and violated Business and Professions Code section 17200. Based on these same claims, Plaintiffs also asserted claims for civil penalties under the Private Attorneys General Act (Labor Code §§ 2698 et seq.). Plaintiffs are represented by Ferraro Vega Employment Lawyers (“Class Counsel.”)

SIR strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws. The Court has not determined that Defendant violated any laws. Defendant expressly deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by Plaintiffs are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment.

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

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

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

3. WHAT ARE THE PROPOSED SETTLEMENT TERMS?

- A. SIR Will Pay \$750,000 as the Gross Settlement Amount. SIR has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and the California Labor and Workforce Development Agency (“LWDA”) PAGA Payment. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed. Assuming the Court grants Final Approval, SIR will fund the Gross Settlement Amount according to the funding schedule set forth below, with the final portion of the payment to be made on September 30, 2027.
- B. Payments will be made to Class Members approximately 14 days after the Settlement is fully funded on September 30, 2027. Therefore, it is important that you keep your address updated by emailing the Settlement Administrator at the contact information listed below if you move or have moved since working for Defendant.
- C. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- a. Up to \$249,975 [33.33% of the Gross Settlement Amount] to Class Counsel for attorneys' fees and up to \$35,000 for their litigation expenses. To date, Class Counsel has worked and incurred expenses on the Action without payment.
- b. Up to \$20,000 (\$10,000 to each Plaintiff), as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.
- c. Up to \$25,000 to the Administrator for services administering the Settlement.
- d. Up to \$20,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their share of Pay Periods worked during the PAGA Period.

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

- D. Net Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the remainder of the Gross Settlement Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their number of weeks worked during the Class Period.
- E. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage Portion") and 90% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

- F. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date

when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be irrevocably lost to you because they will be paid to a non-profit organization or foundation ("Cy Pres").

- G. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

- H. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
- I. Administrator. The Court has appointed a neutral company, (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
- J. Participating Class Members' Release. After the Judgment is final and SIR has fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts

and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

Plaintiffs and 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” (defined as “Defendant and its present and former parents, affiliates, divisions, subsidiaries, joint ventures and all of their past and present directors, owners, shareholders, officers (including but not limited to Steve Clinefelter), agents, attorneys, insurers, servants, joint employers, employees, members, executors, administrators, general partners, limited partners, real or alleged alter egos, predecessors, successors, transferees, assigns, registered representatives, profit sharing, savings, health and other employee benefit plans of any nature, and the successors of such plans and those plans’ respective trustees, administrators, agents, employees, attorneys, fiduciaries, and other persons acting on their behalf, and each of them, and the predecessors and successors, assigns and legal representatives of all such entities and individuals”) from the “Released Class Claims” (defined as any and all wage-related claims that were alleged in or which could have been alleged in the Action based on the factual allegations in the Action, arising during the Class Period, including the following claims, under any legal theory of liability, for: failure to pay minimum, overtime or doubletime wages (including for alleged off-the-clock work, alleged preliminary work or postliminary work, alleged training or meetings off-the-clock, or alleged time spent driving to meetings or trainings); failure to include non-discretionary remuneration, bonuses, commissions, or other incentive pay in the regular rate of pay for overtime or doubletime compensation; failure to provide meal periods; failure to provide rest periods; failure to pay meal or rest period premiums at the regular rate of pay; failure to pay paid sick leave at the regular rate of pay; failure to provide accurate itemized wage statements (including for alleged failure to properly state the legal name of the employer on wage statements); failure to maintain accurate records; failure to reimburse business expenses (including but not limited to personal cell phone expenses, office, cleaning, promotional, and fitness supplies, and personal vehicle expenses and mileage); failure to pay wages when due during employment; and failure to pay all wages due upon termination of employment; all claims for violations of the Industrial Welfare Commission Wage Orders, California Labor Code, and California Business and Professions Code section 17200, et seq., that arise from the Alleged Violations; and any potential penalties, interest or attorneys’ fees associated with these causes of action (other than PAGA penalties and related attorneys’ fees under Labor Code

section 2699, et seq., which are separately released) under California or federal law.

Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

K. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and SIR has paid the Gross Settlement Amount (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue or participate in any other PAGA claim against Defendant or related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, in and/or arising out of the facts alleged in the Operative Complaint and the PAGA Notices during the PAGA Period, and ascertained in the course of the Action, including, without limitation penalties predicated on the underlying alleged violations for: failure to pay minimum, overtime or doubletime wages (including for alleged off-the-clock work, alleged preliminary work or postliminary work, alleged training or meetings off-the-clock, or alleged time spent driving to meetings or trainings); failure to include non-discretionary remuneration, bonuses, commissions, or other incentive pay in the regular rate of pay for overtime or doubletime compensation; failure to provide meal periods; failure to provide rest periods; failure to pay meal or rest period premiums at the regular rate of pay; failure to pay paid sick leave at the regular rate of pay; failure to provide accurate itemized wage statements (including for alleged failure to properly state the legal name of the employer on wage statements); failure to maintain accurate records; failure to reimburse business expenses (including but not limited to personal cell phone expenses, office, cleaning, promotional, and fitness supplies, and personal vehicle expenses and mileage); failure to pay wages when due during employment; and

failure to pay all wages due upon termination of employment and any other violations of the California Labor Code that were alleged in Named Plaintiffs' Operative Complaint and PAGA Notices.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- A. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
- C. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in SIR's records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will calculate Workweeks and/or Pay Periods based on SIR's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- A. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
- B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Eileen Seffron, et al. v. SIR Fitness Holdings LLC, et al.*, and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least [REDACTED] days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [REDACTED] or the Court's website <https://www.sdcourt.ca.gov/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action *Eileen Seffron, et al. v. SIR Fitness Holdings LLC, et al.* and include your name, current address, telephone number and approximate dates of employment for SIR and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [\[\[Final Approval Hearing Date\]\]](#) at [\[\[Final Approval Hearing Time\]\]](#) in Dept. 69 of the San Diego County Superior Court, located at 330 W Broadway, San Diego, CA 92101. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [\[redacted\]](#) beforehand or contact the Parties' Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the Administrator's website at [\[\[website\]\]](#). You can also telephone or send an email to the Parties' Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to: <https://odyroa.sdcourt.ca.gov/> and enter the Case Number for the Action, Case No. 37-2023-00040619-CU-OE-CTL.

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

Settlement Administrator	Class Counsel	Defendant's Counsel
Name Mailing Address Telephone Number	Nicholas J. Ferraro (State Bar No. 306528) Lauren N. Vega (State Bar No. 306525) Mariela R. Romo (State Bar No. 341657) Ferraro Vega Employment Lawyers, Inc. 3333 Camino del Rio South, Suite 300 San Diego, California 92108 (619) 693-7727 telephone classactions@ferrarovega.com ferrarovega.com	Marie Burke Kenny Marie.kenny@procopio.com Karina J. Lo Karina.lo@procopio.com Procopio, Cory, Hargreaves & Savitch LLP 12544 High Bluff Drive Suite 400 San Diego, CA 92130 Tel.: (619) 238-1900

9. WHAT IF I LOSE MY SETTLEMENT CHECK OR FAIL TO CASH IT?

If you lose or misplace your settlement check, the Administrator will replace it if you request a replacement before the void date on the face of the original check. If your check is already void or you have otherwise failed to cash it, you will have no way to recover the money.

10. WHAT IF I CHANGE MY ADDRESS?

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

Attachment B

Request for Exclusion Form

Request for Exclusion Form

Eileen Seffron, et al. v. SIR Fitness Holdings LLC, et al.
Superior Court of the State of California for the County of San Diego
Case No. 37-2023-00040619-CU-OE-CTL

By signing and returning this form, I confirm that I do not want to be included in the Settlement or receive a settlement check in the class action lawsuit referenced above.

I understand that by opting out, I am giving up my right to receive any payments in this Settlement. To “opt out,” this form must be postmarked no later than **[[Response Deadline]]** and mailed via U.S. Mail to the following address:

Phoenix Settlement Administrators

P.O. Box 7208

Orange, CA, 92863

(800) 523-5773

<https://www.phoenixclassaction.com/contact-us/class-member-inquiries/>

I confirm I have reviewed the Notice of Class Action Settlement. I have decided to be excluded from the class and **not** participate in the proposed settlement or receive an individual settlement check I am otherwise entitled to receive.

Dated: _____

(Signature)

(Last Four Digits of SSN)

(Type or print name and former name(s))

(Telephone Number)

(Address)

Click or tap here to enter text.