PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff CHERRIE M. ALONZO and Plaintiff AMANDA BUCARO ("Plaintiffs") and Defendant REIMAGINE NETWORK ("Defendant"). The Agreement refers to Plaintiffs and Defendant collectively as "Parties," or individually as "Party."

1. **DEFINITIONS.**

1.1. "Action" means the Plaintiffs' lawsuit alleging wage and hour violations against Defendant captioned *Cherrie M. Alonzo and Amanda Bucaro, et al. v. Reimagine Network*, Case No. 30-2023-01351853 initiated on September 29, 2023, in the County of Orange County and pending in Superior Court of the State of California.

1.2. "Administrator" means Phoenix Settlement Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.

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 this Settlement.

1.4. "Aggrieved Employee" means a person employed by Defendant in California and classified as an hourly, non-exempt employee who worked for Defendant during the PAGA Period.

1.5. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee 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 Aggrieved Employees.

1.6. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.7. "Aggrieved Employee PAGA Penalties" means the 25% of the Net Settlement Amount paid to Aggrieved Employees.

1.8. "Court" means the Superior Court of California, County of Orange.

1.9. "Defendant" means named Defendant Reimagine Network.

1.10. "Defense Counsel" means Beth Schroeder and Matthew Pate of Raines Feldman Littrell LLP.

1.11. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the day that the Court enters Judgment.

1.12. "Gross Settlement Amount" or "GSA" means $215,000.00, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Expenses, and the Administration Expenses Payment.

1.13. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of the Aggrieved Employee PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.14. "Judgment" means the judgment entered by the Court based upon the final approval of the Settlement reflected in this Agreement.

1.15. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.16. "LWDA PAGA Payment" means the 75% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699, subd. (i).

1.17. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: The PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be used for the LWDA PAGA Payment and Aggrieved Employees' Individual PAGA Payments.

1.18. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.19. "PAGA Counsel" means D.Law, Inc., including Emil Davtyan, David Yeremian, Alvin B. Lindsay, Enoch J. Kim, Rose Sorial, Antonia McKee, and all lawyers affiliated with this firm.

1.20. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.21. "PAGA Notice" means Plaintiffs' September 29, 2023, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a). LWDA Case No. LWDA-CM-984558-23.

1.22. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.23. "PAGA Period" means the period from September 29, 2022, through the date the Court enters PAGA settlement approval.

1.24. "PAGA Representative" means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a PAGA Representative.

1.25. "Plaintiff" means Cherrie M. Alonzo, and Amanda Bucaro, the named Plaintiffs in the Action.

1.26. "Released PAGA Claims" means the claims being released as described in Paragraph 5.1 below.

1.27. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, members, managing agents, attorneys, insurers, predecessors, successors, and assigns.

1.28. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. **RECITALS.**

2.1. On September 29, 2023, Plaintiffs commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code Section 510; (3) Failure to Pay Reporting Time Under 8 CCR Section 11050(5); (4) Meal Period Liability Labor Code Section 226.7; (5) Rest-Break Liability Labor Code Section 226.7; (6) Violation of Labor Code Section 226; (7) Violation of Labor Code Section 221; (8) Violation of Labor Code Section 204; (9) Violation of Labor Code Section 203;

(10) Failure to Maintain Records Required Under Labor Code Sections 1174, 1174.5; (11) Failure to Produce Requested Employment Records Under Labor Code Sections 226, 1198.5; (12) Failure to Reimburse Necessary Business Expenses Under Labor Code Section 2802; and (13) Violation of Business & Professions Code Section 17200 *et seq.* On December 4, 2023, Plaintiffs filed a First Amended Complaint alleging causes of action against Defendant for Civil Penalties Pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Labor Code Section 2698, et seq. Plaintiffs shall file Dismissal of Plaintiff's class claims without prejudice and their individual claims with prejudice, leaving only the PAGA Claims remaining (the "Operative Complaint"). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs represent they gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On October 24, 2024, Plaintiffs and Defendant participated in an all-day mediation presided over by Steven Serratore, which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiffs obtained, through informal discovery, time records, pay records, and information relating to the size and scope of the group of Aggrieved Employees, as well as data permitting Plaintiffs to adequately understand the nature and scope of the allegations in the Operative Complaint, including approximately 15% of time and wage records which were analyzed by Plaintiffs' Counsel and Plaintiffs' Counsel's expert. Plaintiffs represent the investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5. The Parties 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. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay Two Hundred Fifteen Thousand Dollars and Zero Cents ($215,000.00) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than One-Third (1/3) of the Gross Settlement Amount, which is currently estimated to be $71,666.67, and a PAGA Counsel Litigation Expenses Payment for actual and reasonable expenses incurred, which is currently estimated not to exceed $25,000.00. In the event that the escalator clause described in Paragraph 8 herein is triggered and the Gross Settlement Amount is increased, the PAGA Counsel Fees Payment shall correspondingly increase in order to remain One-Third of the increased Gross Settlement Amount, subject to court approval. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs will file a motion for PAGA Counsel Fees Payment and Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms.

3.2.2 To the Administrator: An Administration Expenses Payment not to exceed $4,950.00 except for a showing of good cause and as approved by the Court. To the extent that the Administrator's expenses are less or the Court approves payment less than $4,950.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 To the LWDA and Aggrieved Employees: The LWDA PAGA Payment in the amount of 75% of the Net Settlement Amount, a share currently estimated to be $85,037.50, shall be paid to the LWDA under Labor Code section 2699, subd. (i). The Aggrieved Employee PAGA Penalties in the amount of 25% of the Net Settlement Amount shall be allocated for the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees PAGA Penalties, representing 25% of the Net Settlement Amount, a share currently estimated to be $28,345.83, 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. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.4 In the event that the Court reduces or does not approve the requested PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment, PAGA Counsel reserves their right to appeal such order, however, Plaintiff and/or PAGA Counsel will not request or demand an increase to the Gross Settlement Amount on that basis.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates Aggrieved Employees worked a total of 5,900 PAGA Pay Periods as of the time of mediation.

4.2. Aggrieved Employee Data. Within 14 days of the Court's order granting approval of the Settlement, Defendant will deliver the Aggrieved Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted Aggrieved Employee identifying information and to provide corrected or updated Aggrieved Employee Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees 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. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiffs and all Aggrieved Employees are deemed to release claims against all Released Parties as follows:

5.1. Release by Plaintiffs and Aggrieved Employees: Plaintiffs, the LWDA and Aggrieved Employees release and resolve all claims against the Released Parties for civil penalties under PAGA arising during the PAGA Period that were alleged or reasonably could have been alleged based on the facts asserted in the Operative Complaint and PAGA Notice, including claims brought for violations of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, and 2810.5, and the applicable IWC Wage Order(s).

6. **MOTION FOR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to file an application or motion for approval of this Settlement that complies with the Court's current checklist for approvals.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iii) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declaration, PAGA Counsel 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. Plaintiff is also responsible for delivering the Court's Approval Order to the Administrator.

6.2. Responsibilities of Counsel. The Parties are jointly responsible for expeditiously obtaining a prompt hearing date for the motion for approval and appearing in Court to advocate in favor of the motion.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, the Parties will expeditiously work together, by and through their respective Counsel, by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant motion for approval of this Settlement or conditions its approval on any material change to this Agreement, the Parties, by and through their respective Counsel, will expeditiously work together by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administration to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. 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 for purposes of calculating payroll tax withholdings and providing reports 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 ("QSF") under US Treasury Regulation section 468B-1.

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

7.5. Notice to Aggrieved Employees. No later than three (3) business days after receipt of the Aggrieved Employee Data, the Administrator shall notify PAGA Counsel that the list has been received and state the number of Aggrieved Employees, and PAGA Pay Periods.

8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Defendant estimates that, as of the date of mediation, Aggrieved Employees worked approximately 5,900 PAGA Pay Periods during the PAGA Period. If the total number of PAGA Pay Periods as of the end of the PAGA Period exceeds the above figure by greater than 10%, then the Gross Settlement Amount shall increase pro rata based on the number of additional PAGA Pay Periods above 10% (i.e., if the number of PAGA Pay Periods is 11% greater than the above figure, then the Gross Settlement Amount shall increase by 1%). However, if the number of PAGA Pay Periods worked by Aggrieved Employees in the PAGA Period increased by more than 10%, Defendant may elect to end the PAGA Period on the date that 6,490 PAGA Pay Periods were worked by Aggrieved Employees. If this provision is triggered, and Defendant elects to increase the GSA pro rata, the Parties agree that the portion of the GSA allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third of the GSA after the upward adjustment allowed by this provision is implemented.

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

 9.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel 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 another party 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.

10. **ADDITIONAL PROVISIONS.**

 10.1. No Admission of Liability 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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and 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).

 10.2. 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.

 10.3. Attorney Authorization. The Parties separately warrant and represent that they have authorized their respective Counsel to take all appropriate action required or permitted to be taken 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.

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

10.5. 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.

10.6. No Tax Advice. The Parties are not 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.

10.7. 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 their representatives, and approved by the Court.

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

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

10.10. 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.

10.11. 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.

10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendant 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 rule of court. 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, Plaintiff shall destroy, all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.13. 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.

10.14. 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.

10.15. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, to the other Party's respective counsel of record.

To Plaintiffs Cherrie Alonzo & Amanda Bucaro:

D.LAW, INC.
Emil Davtyan
Emil@d.law
Alvin B. Lindsay
a.lindsay@d.law
Rose Sorial
r.sorial@d.law
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450 N Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Fax: (818) 962-6469

To Defendant Reimagine Network:

RAINES FELDMAN LITTRELL LLP
Beth Schroeder
bschroeder@raineslaw.com
Matthew Pate
mpate@raineslaw.com
1900 Avenue of the Stars, 19th Floor

Los Angeles, CA 90067
Telephone: (310) 440-4100

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

10.17. 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 CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

10.18. Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs, including expert witness fees in connection with any enforcement actions.

Dated: 11/25/2025 ____________________ **AMANDA BUCARO**

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Dated: ____________________ **CHERRIE M. ALONZO**

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Dated: ____________________ **REIMAGINE NETWORK**

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Name: ______________________________

Title: ______________________________

APPROVED AS TO FORM ONLY AND WITHOUT INTENDING TO BE BOUND:

Dated: ____________________ **D.LAW, INC.**

____

Emil Davtyan
David Yeremian
Alvin B. Lindsay
Enoch Kim
Antonia McKee
Attorneys for CHERRIE M. ALONZO and AMANDA BUCARO on behalf of themselves and all others similarly situated

Dated: ____________________ **RAINES FELDMAN LITTRELL LLP**

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Beth Schroeder
Matthew Pate
Attorneys for Defendant REIMAGINE NETWORK

Dated: ____________________

AMANDA BUCARO

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Dated: 12/4/2025

CHERRIE M. ALONZO

DocuSigned by:
Cherrie Maria Alonzo
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Dated: 12/9/2025

REIMAGINE NETWORK

DocuSigned by:
Sofia Martinez
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Name: Sofia Martinez

Title: CEO

APPROVED AS TO FORM ONLY AND WITHOUT INTENDING TO BE BOUND:

Dated: January 5, 2026

D.LAW, INC.

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Emil Davtyan
David Yeremian
Alvin B. Lindsay
Enoch Kim
Antonia McKee
Attorneys for CHERRIE M. ALONZO and AMANDA BUCARO on behalf of themselves and all others similarly situated

Dated: ____________________

RAINES FELDMAN LITTRELL LLP

____

Beth Schroeder
Matthew Pate
Attorneys for Defendant REIMAGINE NETWORK

Dated: 11/25/2025

AMANDA BUCARO

DocuSigned by:

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Dated: ____________________

CHERRIE M. ALONZO

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Dated: 12/9/2025

REIMAGINE NETWORK

DocuSigned by:

Sofia Martinez

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Name: Sofia Martinez

Title: CEO

APPROVED AS TO FORM ONLY AND WITHOUT INTENDING TO BE BOUND:

Dated: ____________________

D.LAW, INC.

____

Emil Davtyan
David Yeremian
Alvin B. Lindsay
Enoch Kim
Antonia McKee
Attorneys for CHERRIE M. ALONZO and AMANDA BUCARO on behalf of themselves and all others similarly situated

Dated: December 9, 2025

RAINES FELDMAN LITTRELL LLP

Beth Schroeder
Matthew Pate
Attorneys for Defendant REIMAGINE NETWORK

EXHIBIT A

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Cherrie M. Alonzo and Amanda Bucaro, et al. v. Reimagine Network
Superior Court of the State of California for the County of Orange
Case No. 30-2023-01351853

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

Re: Settlement Payment from *Alonzo, et al. v. Reimagine Network*

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit ("Settlement") *Cherrie M. Alonzo and Amanda Bucaro v. Reimagine Network*, Orange County Superior Court ("Court"), Case No. 30-2023-01351853. On [Insert Date], the Honorable David Hoffer issued an order approving this settlement and this payment to you.

WHAT IS THE CASE ABOUT?

This case was filed by Plaintiffs Cherrie M. Alonzo and Amanda Bucaro ("Plaintiffs") against Reimagine Network ("Defendant"), (Plaintiff and Defendants collectively referred to as the "Parties"), pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq*. ("PAGA"), which permits employees to sue their employers for alleged Labor Code violations and seek civil penalties on behalf of the state. Plaintiffs filed the lawsuit on behalf of themselves, the State of California, and all current and former hourly, non-exempt employees of Defendant in California who worked from September 29, 2022 through [fill in date Court enters PAGA settlement approval] (the "PAGA Period"). The group of employees referenced above is called the "Aggrieved Employees," and you have been identified as an Aggrieved Employee.

In this case, Plaintiffs alleged that Defendant owed civil penalties under PAGA for certain California Labor Code (the "Labor Code") violations, including (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code Section 510; (3) Failure to Pay Reporting Time Under 8 CCR Section 11050(5); (4) Meal Period Liability Under Labor Code Section 226.7; (5) Rest-Break Liability Under Labor Code Section 226.7; (6) Violation of Labor Code Section 226; (7) Violation of Labor Code Section 221; (8) Violation of Labor Code Section 204; (9) Violation of Labor Code Section 203; (10) Failure to Maintain Records Required Under Labor Code Sections 1174, 1174.5; (11) Failure to Produce Requested Employment Records Under Labor Code Sections 226, 1198.5; and (12) Failure to Reimburse Necessary Business Expenses Under Labor Code Section 2802. Plaintiff alleged Defendants failed to pay minimum wages and overtime wages to Aggrieved Employees for all hours worked, including off-the-clock work, failed to timely pay all wages due to Aggrieved Employees during their employment and timely upon separation from employment, failed to provide Aggrieved Employees with legally compliant meal and rest periods, failed to reimburse business expenses incurred by Aggrieved Employees, failed to maintain Aggrieved Employees' payroll records, and failed to issue accurately itemized wage statements to Aggrieved Employees under Labor Code § 2698 *et seq*.

Defendants deny the allegations in the lawsuit, any failure to comply with the laws identified in the lawsuit, and any and all liability for the causes of action alleged.

WHAT ARE THE IMPORTANT TERMS OF THE SETTLEMENT?

The Parties agreed to resolve the case, and as part of the Settlement, Defendants agreed to pay Two Hundred Fifteen Thousand Dollars and Zero Cents ($215,000.00), which is called the "Gross Settlement Amount." From the Gross Settlement Amount, and as approved by the Court, Plaintiff's counsel ("PAGA Counsel") will receive a PAGA Counsel Fees Payment of $71,666.67 for attorneys' fees and a PAGA Counsel Litigation Expenses Payment of $[fill in with actual costs not to exceed $25,000] for litigation costs incurred in prosecuting the lawsuit. In addition, and as approved by the Court, the Settlement Administrator will receive an Administration Expenses Payment of $4,950.00 for its services in administering the settlement. The balance of the monies, called the "Net Settlement Amount," in the amount of $113,383.33, represents the "PAGA Penalties."

Under PAGA, the law requires that PAGA Penalties be divided between the California Labor and Workforce Development Agency (the "LWDA") and the Aggrieved Employees, with 75% of the Net Settlement Amount going to the LWDA and 25% being divided amongst the Aggrieved Employees. As a result, and as approved by the Court, $85,037.50 will be paid to the LWDA for its share of the PAGA Penalties payment, and $28,345.83 will be divided among the Aggrieved Employees and paid as "Individual PAGA Payments." The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of the Net Settlement Amount by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period ("PAGA Pay Periods") and (b) multiplying the result by each Aggrieved Employee's number of pay periods worked in the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report all Individual PAGA Payments on IRS 1099 Forms.

The settlement of this action does not constitute an admission by Defendant of any of the matters alleged in the case or an admission of liability. The court has not ruled on the merits of any of Plaintiffs' claims. The Parties settled the lawsuit to avoid the uncertainty and expense of continued litigation.

YOUR SETTLEMENT CHECK AND THE RELEASE OF CLAIMS

The enclosed check, in the amount of $____________.______, represents your Individual PAGA Payment, which is based on the number of pay periods you worked during the PAGA Period. As an Aggrieved Employee, you are legally barred from asserting any of the PAGA claims released under the Settlement that arose during the PAGA Period. This means that you, along with all Aggrieved Employees, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or the Released Parties based on the facts alleged in the case to have occurred during the PAGA Period and resolved by this Settlement. However, this Settlement does not release any claim for relief under the statutes and causes of action outlined above to the extent the claim does not arise under PAGA.

The release by Aggrieved Employees is as follows:

Release by Plaintiffs and Aggrieved Employees:

Plaintiffs, the LWDA and Aggrieved Employees release and resolve all claims against the Released Parties for civil penalties under PAGA arising during the PAGA Period that were alleged or reasonably could have been alleged based on the facts asserted in the Operative Complaint and PAGA Notice, including claims brought for violations of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, and 2810.5, and the applicable IWC Wage Order(s).

"Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, members, managing agents, attorneys, insurers, predecessors, successors, and assigns.

"Action" means Plaintiffs' lawsuit alleging wage and hour violations against Defendant captioned *Cherrie M. Alonzo and Amanda Bucaro, et al. v. Reimagine Network*, Case No. 30-2023-01351853 initiated on September 29, 2023, in the County of Orange County and pending in Superior Court of the State of California.

"Plaintiff's Notice to the LWDA" means Plaintiffs' September 29, 2023, letter to Defendant and the LWDA, LWDA Case No. LWDA-CM-984558-23, providing notice pursuant to Labor Code section 2699.3, subd. (a).

This release applies to you, regardless of whether you cash your check, and regardless of whether this letter can be delivered to you. Aggrieved Employees have no right to object to this settlement, and they cannot opt out of this settlement. You will be bound by this release whether you cash your check or not.

QUESTIONS?

If you have any questions, you can contact the Settlement Administrator, whose contact information is below.

Very Truly Yours,
Phoenix Settlement Administration
[INSERT CONTACT INFORMATION]

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE