

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Gine Felando (“Plaintiff”) and defendants 310 Wellness, Inc., Jessica Samples-Palmer and Ty Palmer (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s lawsuit alleging individual wage and hour violations against Dubunne Salon, Inc., Mickey Schneider and DEFENDANTS and a PAGA Claim against DEFENDANTS, Case No 23STCV24805, initiated on October 11, 2023 and pending in the Court.
- 1.2 “Administrator” means ILYM Group, Inc. (“ILYM”), the neutral entity the Defendant has retained to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid by Defendants, separate 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 approval of this Settlement.
- 1.4 “Aggrieved Employee” means a person employed by DEFENDANTS in California and classified as a masseuse or esthetician who worked for DEFENDANTS during the PAGA Period.
- 1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in DEFENDANTS’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number and number of PAGA Pay Periods.
- 1.6 “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.
- 1.7 “Approval Order” means the Court’s order granting approval of the Settlement.
- 1.8 “Claim” means the Plaintiff’s PAGA claim alleging wage and hour violations against DEFENDANTS within Case No 23STCV24805 initiated on October 11, 2023 and pending in the Court.
- 1.9 “Court” means the Superior Court of California, County of Los Angeles.

- 1.10 “Defense Counsel” means Rosen & Saba, LLP.
- 1.11 “Effective Date” means the date on which the Judgment becomes final.
- 1.12 “Gross Settlement Amount” means \$10,000.00 which is the total amount DEFENDANTS agree to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment.
- 1.13 “Individual PAGA Payment” 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.
- 1.14 “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.15 “LWDA” means the California Labor and Workforce Development Agency.
- 1.16 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.17 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: LWDA PAGA Payment, PAGA Counsel Fees Payment, and PAGA Counsel Litigation Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.18 “PAGA Counsel” means KO Legal, Inc., the attorneys representing the Plaintiff in the Action.
- 1.19 “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 Claim.
- 1.20 “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for DEFENDANTS for at least one day during the PAGA Period.
- 1.21 “PAGA Period” means the period from October 15, 2022 to the date of the Approval Order.
- 1.22 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698. et seq.) providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.23 “PAGA Notice” means Plaintiff’s October 11, 2023 Notice letter to DEFENDANTS and the LWDA and Plaintiff’s April 28, 2025 Amended Notice letter to DEFENDANTS.

- 1.24 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$932.86) and the 75% to the LWDA (\$2,798.56) in settlement of PAGA claims.
- 1.25 “Plaintiff” means Gina Felando, the named Plaintiff asserting the Claim.
- 1.26 “Released PAGA Claims” means the claims being released as described in Paragraph 5 below.
- 1.27 “Released Parties” means DEFENDANTS and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.28 “Settlement” means the disposition of the Claim effected by this Agreement and the Judgment.
- 1.29 “DEFENDANTS” means named Defendants 310 Wellness, Inc., Jessica Samples-Palmer and Ty Palmer.

2. RECITALS.

- 2.1 On October 11, 2023, Plaintiff filed a complaint alleging individual causes of action against Dubunne Salon, Inc., Mickey Schneider, and DEFENDANTS for individual wage and hour violations. On December 19, 2023, Plaintiff filed a First Amended Complaint alleging the PAGA Claim against DEFENDANTS for civil penalties. On June 14, 2024, Plaintiff filed an Amended to the Complaint naming Defendant 310 Wellness, Inc. as Doe 1 to the operative complaint. On May 22, 2025, Plaintiff filed a Second Amended Complaint, which is the operative complaint in the Action (the “Operative Complaint”). DEFENDANTS deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the Claim alleged.
- 2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff contends she gave timely written notice to DEFENDANTS and the LWDA by sending the PAGA Notice.
- 2.3 On or about April 2025, the Parties participated in a half-day mediation presided over by Linda Krieger. Later, continued settlement discussions by and between counsel led to the Agreement.
- 2.4 Before mediation and negotiating the Settlement, Plaintiff obtained, through formal and informal discovery, responses to interrogatories and requests for production of documents, as well as documents constituting the pay and payment records of the Plaintiff and Aggrieved Employees.

2.5 The Parties, PAGA Counsel and Defense Counsel represent 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. DEFENDANTS promise to pay \$10,000.00 and no more as the Gross Settlement Amount. DEFENDANTS have no obligation to pay the Gross Settlement Amount before the deadline stated in Paragraph 4.3. 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 DEFENDANTS.

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 Approval Order:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33% of the Gross Settlement Amount minus PAGA Counsel Litigation Expenses Payment, which is currently estimated to be \$1,837.87, and PAGA Counsel Litigation Expenses Payment of not more than \$4,430.71. DEFENDANTS will not oppose requests for Court approval of these payments provided they do not exceed these amounts. Plaintiff and/or PAGA Counsel will seek Court approval of a PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. In support of the PAGA Counsel Litigation Expenses Payment, PAGA Counsel must submit a cost ledger listing each expense incurred in the prosecution of the PAGA Claim. If the Court approves a PAGA Counsel Fees Payment or a PAGA Counsel Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds DEFENDANTS harmless, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.2 To the Administrator: An Administration Expenses Payment not to exceed \$4,000.00 except for a showing of good cause and as approved by the Court, paid by Defendants separate from the Gross Settlement Amount.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$3,731.42 to be paid from the Gross Settlement Amount, with 75% (\$2,798.56) allocated to the LWDA PAGA Payment and 25% (\$932.86) allocated to 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' 25% share of PAGA Penalties (\$932.86) 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 If the Court approves PAGA Penalties 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. NON-MONETARY TERMS

4.1 Correction of Pay Practices. Defendants represent and warrant that their piece rate calculation and pay practices comply with California law.

4.2 Removal of Clock-in Barriers. Defendants represent and warrant that there are no clock-in barriers for employees to be able to clock in and out when they arrive and leave, as opposed to limiting the ability for employees to clock in and out according to their scheduled shifts, such that all time worked is recorded accurately and paid for properly.

4.3 Revision of Pay Policies. Defendants represent and warrant that their employee handbook reflects pay practices that comply with California law.

5. SETTLEMENT FUNDING AND PAYMENTS.

5.1 PAGA Pay Periods. Based on a review of its records to date, DEFENDANTS estimate there are 38 Aggrieved Employees who worked a total 1,872.5 of PAGA Pay Periods through April 29, 2026.

5.2 Aggrieved Employee Data. Within ten [10] days of the Approval Order, DEFENDANTS 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 effect and perform under this Agreement. DEFENDANTS have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which DEFENDANTS 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.

5.3 Funding of Gross Settlement Amount. DEFENDANTS shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than ten [10] days after the Approval Order.

5.4 Payments from the Gross Settlement Amount. Within fourteen [14] days after DEFENDANTS fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Litigation Expenses Payment.

5.4.1 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 Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

5.4.2 The Administrator must conduct an Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within Seven [7] days of receiving a returned check, the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees 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, as requested by the Aggrieved Employee before the void date.

5.4.3 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.

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

6. RELEASES OF CLAIMS. Effective on the date when DEFENDANTS fully fund the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

6.1 Plaintiff's Release. Plaintiff and Plaintiff's respective former and present representatives, agents, attorneys (including PAGA Counsel), administrators, successors and assigns generally, release and discharge Released Parties from the wage and hour violations asserted within the PAGA Claim as to masseuses and estheticians employed by DEFENDANTS during the PAGA Period ("Plaintiff's Release"). Plaintiff's Release does not extend to any other claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

6.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes 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.

6.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged in the Operative Complaint that are alleged to have occurred during the PAGA Period and stated in the PAGA Notice.

7. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

7.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including: (i) a draft Approval Order; (ii) a signed declaration from PAGA Counsel 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 (Lab. Code, §2699, subd. (l)(1)), and the Agreement (Lab. Code, § 2699, subd. (l)(2)); and (iii) a redlined version of the Agreement showing all modifications made to the Los Angeles Superior Court's Model Agreement. In their declarations, Plaintiff and 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.

- 7.2 Defendants' Responsibilities. Defendants will prepare and deliver to Plaintiff's Counsel all other documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including : (i) 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 Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; and a signed declaration from Defense Counsel attesting to all facts relevant to any actual or potential conflict of interest with the Aggrieved Employees and/or Administrator. In their declarations, Defendants and Defense 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.
- 7.3 Responsibilities of PAGA and Defense Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than [30] days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Defense Counsel is responsible for delivering the Court's Approval Order to the Administrator.
- 7.4 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, PAGA Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense 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.

8. SETTLEMENT ADMINISTRATION.

- 8.1 Selection of Administrator. The Defendants have selected ILYM to serve as the Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. The Defendants 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.
- 8.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings

and providing reports state and federal tax authorities.

8.3 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.

8.4 Administrator Duties. The Administrator has a duty to perform all tasks to be performed by the Administrator set forth in this Agreement or otherwise.

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 and 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 Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by DEFENDANTS that any of the allegations in the Operative Complaint have merit or that DEFENDANTS has any liability for any claims asserted; nor is it intended or should be construed as an admission by Plaintiff that DEFENDANTS’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, DEFENDANTS reserves all available defenses to the Claim in this Action, and Plaintiff reserves the right to contest DEFENDANTS’s defenses. The Settlement, this Agreement and Parties’ willingness to settle the Claim 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, with the exception of the stipulation by and between Plaintiff's Counsel and Defense Counsel as to outstanding discovery and Plaintiff's motion to compel rights that kick in should the Court not approve this Settlement.

- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and DEFENDANTS, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 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 and 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 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 any 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. Neither Plaintiff, PAGA Counsel, DEFENDANTS nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 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 drafting and preparing 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 Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by DEFENDANTS in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the California Rules of Court.
- 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 day sent by email or messenger, addressed as follows:
- To Plaintiff:
- Kim@KO-Legal.com
- To Defendants:
- RSaba@RosenSaba.com
- 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 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.

Dated: 05 / 19 / 2026 _____

PLAINTIFF



Gina Felando

Dated: _____

310 WELLNESS, INC.

By: _____

Its: _____

Dated: _____

JESSICA SAMPLES-PALMER

Dated: _____

TY SAMPLES

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SENT

05 / 19 / 2026

21:05:55 UTC

Sent for signature to Gina Felando (g.felando@yahoo.com) by services@clio.com acting on behalf of kim@ko-legal.com
IP: 47.51.42.222



VIEWED

05 / 19 / 2026

23:06:35 UTC

Viewed by Gina Felando (g.felando@yahoo.com)
IP: 72.219.75.208



SIGNED

05 / 19 / 2026

23:07:16 UTC

Signed by Gina Felando (g.felando@yahoo.com)
IP: 72.219.75.208



COMPLETED

05 / 19 / 2026

23:07:16 UTC

The document has been completed.