

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Randy Goad ("Plaintiff") and defendant SRG Operating, Inc. ("SRG"). The Agreement refers to Plaintiff and SRG collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

- 1.1. "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against SRG captioned *Randy Goad v. SRG Operating, Inc. et al.* initiated on February 5, 2024 and pending in Superior Court of the State of California, County of Santa Barbara, Case No. 24CV00643.
- 1.2. "Administrator" means Simpluris, 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 approval of this Settlement.
- 1.4. "Aggrieved Employee" means all current and former non-exempt employees employed by SRG in California at any time during the PAGA Period.
- 1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in SRG's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. "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.
- 1.7. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.8. "Court" means the Superior Court of California, County of Santa Barbara.
- 1.9. "Defense Counsel" means Noah J. Woods, Esq. and Heidi E. Hegewald, Esq. of Littler Mendelson, P.C.
- 1.10. "Effective Date" means the date by when both of the following events have occurred: (1) the Court enters a Judgment on its Order Approving the PAGA Settlement; and (2) the Judgment is final and no longer appealable. For purposes of this Agreement, "the Judgment is final and is no longer appealable" shall mean the later of: (a) the day after

the last date by which a notice of appeal, writ, or other appellate proceeding to the applicable Court of Appeal of the order and judgment approving this Agreement may be timely filed and none is filed (i.e., 61 days from notice of entry of judgment); (b) if an appeal, writ, or other appellate proceeding is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the order and judgment, the day after the last date for filing a request for further review of the order and judgment approving this Agreement passes, and no further review is requested; or (c) if an appeal, writ, or other appellate proceeding is filed and the order approving this Agreement is affirmed and further review of the order is requested, the day after the review is finally resolved and the order and judgment approving this Agreement is affirmed. No funding of the Settlement shall occur until after the Effective Date has passed.

- 1.11. "Gross Settlement Amount" means \$675,000.00 which is the total amount SRG 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 Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Payment, and the Administrator's Expenses Payment.
- 1.12. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13. "Judgment" means the judgment entered by the Court based upon the Court's approval of the settlement.
- 1.14. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.15. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.16. "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, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.17. "Notice of PAGA Settlement" means the letter, substantially similar to the form attached hereto as **Exhibit A**, explaining the Settlement to the Aggrieved Employees, which will accompany each settlement check.
- 1.18. "PAGA Counsel" means Zachary M. Crosner, Esq., Jamie K. Serb, Esq., and Sepideh Ardestani, Esq. of Crosner Legal, P.C., the attorneys representing the Plaintiff in the Action.

- 1.19. "PAGA Counsel Fees Payment" means the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees incurred to prosecute the Action.
- 1.20. "PAGA Counsel Litigation Expenses Payment" means the amount allocated to PAGA Counsel for reimbursement of reasonable expenses incurred to prosecute the Action.
- 1.21. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for SRG for at least one day during the PAGA Period.
- 1.22. "PAGA Period" means the period from December 1, 2022 to April 15, 2025 or the date the Court enters an Order approving the PAGA settlement, whichever occurs sooner
- 1.23. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.24. "PAGA Notice" means Plaintiff's December 1, 2023 letter to SRG and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.25. "PAGA Penalties" means the total amount of PAGA civil penalties (\$423,000.00) to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$105,875.00) and the 75% to LWDA (\$317,625.00) in settlement of PAGA claims.
- 1.26. "PAGA Representative" means the named Plaintiff in the Operative Complaint in the Action.
- 1.27. "PAGA Representative Payment" means the payment to the PAGA Representative for initiating the Action and providing services in support of the Action
- 1.28. "Plaintiff" means Randy Goad, the named plaintiff in the Action.
- 1.29. "Released PAGA Claims" means the claims being released by the Plaintiff, PAGA Counsel, the State of California, and Aggrieved Employees and as described in Paragraph 5 below.
- 1.30. "Released Parties" means: SRG and each of its former and present directors, officers, shareholders, owners, members, managing members, agents, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates including, but not limited to, Senior Resource Group, LLC, SRG Partners, LLC, and SRG Partners Community Investment Co, LLC.
- 1.31. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.32. "SRG " means named Defendant SRG Operating Inc.

2. RECITALS.

- 2.1. On February 5, 2024, Plaintiff commenced this Action by filing a Complaint alleging a cause of action for PAGA penalties for alleged violations of various California Labor Code provisions by SRG, including failure to pay all wages owed (including minimum wages, overtime wages, and premium wages in lieu of meal and rest periods), failure to provide meal periods, failure to provide rest periods, failure to provide suitable seating and/or resting facilities, failure to reimburse necessary business expenses, failure to issue accurate itemized wage statements, unlawful deductions from wages, inaccurate records, failure to pay reporting time pay, violations of the California "Day of Rest" laws, sick leave violations (including supplemental sick leave), failure to pay vested vacation/paid time off, unlawful criminal history inquiries, unlawful waivers of non-waivable rights, and failure to pay all wages due upon separation of employment. The Complaint is the operative complaint in the Action (the "Operative Complaint.") SRG denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in 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), Plaintiff gave timely written notice to SRG and the LWDA by sending the PAGA Notice on or about December 1, 2023.
- 2.3. On February 5, 2025, the Parties participated in an all-day mediation presided over by Daniel Turner, Esq., which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained, through informal discovery Plaintiff's personnel file, a 60% sampling of time and pay records of Aggrieved Employees, and SRG's Employee Handbooks that were in effect during the PAGA Period.
- 2.5. The Parties, PAGA 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. Except as otherwise provided by Paragraph 8 below, SRG promises to pay \$675,000.00 and no more as the Gross Settlement Amount. SRG 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 SRG.
- 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 Plaintiff: A PAGA Representative Payment to Plaintiff of not more than \$1,000.00 (in addition to any Individual PAGA Payment the Plaintiff is entitled to as an Aggrieved Employee). SRG will not oppose Plaintiff's request for a PAGA Representative Payment that does not exceed this amount. As part of the Settlement approval motion, Plaintiff and/or PAGA Counsel will request approval for PAGA Representative Payment. If the Court approves a PAGA Representative Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the PAGA Representative Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the PAGA Representative Payment.
- 3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% which is currently estimated to be \$225,000.00 and PAGA Counsel Litigation Expenses Payment of not more than \$20,000.00. SRG will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. As part of the Settlement approval motion, Plaintiff and/or PAGA Counsel will request approval for PAGA Counsel Fees Payment and PAGA 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. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel 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 SRG harmless, and indemnifies SRG, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$5,500.00 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 \$5,500.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$423,500.00 to be paid from the Gross Settlement Amount, with 75% (\$317,625.00) allocated to the LWDA PAGA Payment and 25% (\$105,875.00) allocated to the Individual PAGA Payments.
- 3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$105,875.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay

Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. 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. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Data. Within 15 days of the date the Court enters Judgment, SRG will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' 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. SRG has 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 SRG 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.
- 4.2. Funding of Gross Settlement Amount. SRG shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.
- 4.3. Payments from the Gross Settlement Amount. Within 14 days after SRG 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 Representative Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.3.1. 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.
 - 4.3.2. The distribution of Individual PAGA Payments shall be accompanied by the Notice of PAGA Settlement.

- 4.3.3. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees 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 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, requested by the Aggrieved Employee prior to the void date.
- 4.3.4. 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.
- 4.3.5. The payment of Individual PAGA Payments shall not obligate SRG 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.

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

- 5.1 Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, 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 and the PAGA Notice ("Plaintiff's Release"). Plaintiff's 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 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.

- 5.1.1 Plaintiff's Waiver of Rights Under California 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.

- 5.2 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and/or the PAGA Notice including, but not limited to Labor Code §§ 201-204, 208, 210, 212, 216, 218, 221, 222, 223, 226, 226.3, 226.6, 226.7, 227.3, 233, 245-248.5, 256, 432.5, 432.6, 432.7, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2802, 2810.5, California Code of Regulations, Title 8, Section 11040, Subdivision 5 (A)-(B), California Code of Regulations, Title 8 Section 1 1070 (14) (Failure to Provide Seating), and the IWC Wage Orders, that accrued at any time during the PAGA Period (“PAGA Released Claims”). The express purpose of this Agreement and the Judgment to be entered by the Court following approval of this settlement is to forever bar Plaintiff, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA (including all Aggrieved Employees) from asserting any of the PAGA Released Claims that occurred during the PAGA Period in any future litigation. All PAGA Members will be bound by the settlement of the PAGA claims that occurred during the PAGA Period being released herein, upon its approval by the Court, regardless of whether he or she negotiates (i.e. cashes or deposits) his or her settlement check.

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

- 6.1 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, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) 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; (iii) 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 (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA 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 Responsibilities of PAGA 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 and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Order Granting Approval of PAGA Settlement to the Administrator.
- 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, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties 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 on behalf of the Parties 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 Simpluris to serve as the Administrator and verified that, as a condition of appointment, Simpluris 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 for purposes of calculating payroll tax withholdings and providing reports 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.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE

- 8.1 Based on its records, SRG estimates that, as of the date of mediation on February 5, 2025, there were approximately 1,912 Aggrieved Employees who worked approximately 53,995 Pay Periods during the PAGA Period.

8.2 The Gross Settlement Amount was agreed upon based on SRG's representations of the total number of Pay Periods in the PAGA Period. If the number of Pay Periods during the PAGA Period exceeds 53,995 by more than 10% percent (for a total that exceeds 59,394 Pay Periods), at the option of Defendant, Defendant shall either increase the Gross Settlement Amount or elect to move the end date for the PAGA Period to the latest date wherein the Pay Periods during the PAGA Period do not exceed 59,394. In the event Defendant elects to extend the PAGA Period to a date wherein the total workweeks is more than 59,394, the Gross Settlement Amount will be increased by determining the workweek value calculated based on 59,394 Pay Periods divided by the Gross Settlement Amount multiplied by the additional number of Pay Period beyond. For example, if the total number of Pay Periods by the end of the PAGA Period is 60,000 and the value is \$11.44 per Pay Period, Defendant would have to increase the Gross Settlement Amount by \$6,884.16 ($60,000 - 59,394 = 606 \times \11.36).

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.

9.2 **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 Aggrieved Employees), 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 approval of the Settlement 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 PAGA Representative Payment or any payments to PAGA 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.

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 SRG that any of the allegations in the Operative Complaint have merit or that SRG has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that SRG'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, SRG reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest SRG'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. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and SRG, 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, 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. Neither Plaintiff, PAGA Counsel, SRG 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 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 PAGA Data provided to PAGA Counsel by SRG 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 Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from SRG unless, prior to the Administrator's payment of all Settlement Funds, SRG 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, addressed as follows:

To Plaintiff:

Zachary M. Crosner, Esq.
zach@crosnerlegal.com
Jamie K. Serb, Esq.
jamie@crosnerlegal.com
Sepideh Ardestani, Esq.
sepideh@crosnerlegal.com
CROSNER LEGAL, PC
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210

To SRG:

Noah J. Woods, Esq.
nwoods@littler.com
Heidi E. Hegewald, Esq.
hhegewald@littler.com
LITTLER MENDELSON, P.C.
501 W. Broadway, Suite 900
San Diego, CA 92101-3577

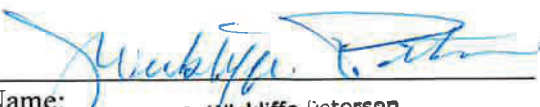
- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same 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.

Dated: 04 / 16 / 2025



Plaintiff Randy Goad

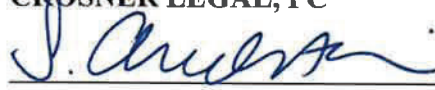
Dated: 7/30/25



Name: J. Wickliffe Peterson
Title: Executive Vice President
For Defendant SRG

Dated: April 16, 2025

CROSNER LEGAL, PC



Zachary Crosner, Esq.
Jamie Serb, Esq.
Sepideh Ardestani, Esq.
Attorneys for Plaintiff

Dated: April 30, 2025

LITTLER MENDELSON, P.C.



Noah J. Woods, Esq.
Heidi E. Hegewald, Esq.
Attorneys for Defendant

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA

|

You are receiving this Notice because you are entitled to money as a result of a court approved settlement in Randy Goad v. SRG Operating, Inc., et al. Santa Barbara County Superior Court, Case No. 24CV00643 (the “**Lawsuit**”).

What is this case about?

In the Lawsuit, Plaintiff asserted representative claims against Defendant on behalf of all current and former non-exempt employees employed by SRG Operating, Inc. in California between December 1, 2022 to April 15, 2025 or the date the Court enters an Order approving the PAGA settlement, whichever occurs sooner. (the “**Settlement Period**”). Plaintiff alleges claims for penalties pursuant to the Private Attorneys General Act of 2004 (“**PAGA**”) Labor Code section 2698 *et seq.* based on alleged violations of the California Labor Code, including the following: (1) failure to pay all wages owed (including minimum wages, overtime wages, and premium wages in lieu of meal and rest periods); (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to provide suitable seating and/or resting facilities; (5) failure to reimburse necessary business expenses; (6) failure to issue accurately itemized wage statements; (7) unlawful deductions from wages; (8) inaccurate records; (9) failure to pay reporting time pay; (10) violations of the California “Day of Rest” laws; (11) sick leave violations (including supplemental sick leave); (12) failure to pay vested vacation/paid time off; (13) unlawful criminal history inquiries; (14) unlawful waivers of non-waivable rights; and (15) failure to pay all wages due upon separation of employment. SRG denies all of the allegations, claims and contentions in the Lawsuit, denies any failure to comply with applicable laws, and denies any and all liability whatsoever. SRG contends that it compensates employees in full compliance with the law.

What are the terms of the Settlement?

Plaintiff and SRG reached a settlement which was reviewed and approved by the Court. SRG’s records show that you were employed by SRG in a covered position during the Settlement Period. Accordingly, you are entitled to an Individual Settlement Payment based on your percentage share of pay periods during the Period.

What should I do now?

You are automatically included in this Settlement. You may immediately deposit your enclosed settlement check and need not take any further action at this time.