Exhibit 1

SETTLEMENT AGREEMENT AND RELEASE OF PRIVATE ATTORNEYS GENERAL ACT CLAIMS

This Settlement Agreement and Release of Private Attorneys General Act Claims ("Settlement Agreement") is made by and between, on the one hand, Plaintiff Michelle Schwanke ("Plaintiff", "Schwanke") individually, and on behalf of all other similarly situated PAGA Members and the State of California, and on the other hand, Defendant Body Concepts By Orange Twist 1 Corp. ("Defendant", "Orange Twist"). Plaintiff and Defendant are collectively referred to herein as the "Parties" and may be individually referred to as a "Party."

1. DEFINITIONS.

1.1. "Action" or "Lawsuit" means and refers to *Schwanke v. Body Concepts by Orange Twist 1 Corp*, Los Angeles County Superior Court Case No. 24STCV06778 initiated on March 18, 2024. The Operative Complaint in the Action is the First Amended Complaint filed on May 17, 2024.

1.2. "Administrator" means ILYM Group, Inc., 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 that worked for Defendant at any location in California at any time during the PAGA Period.

1.5. "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.

1.6. "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 Los Angeles.

1.9. "Defense Counsel" means CDF Labor Law, LLP.

1.10. "Effective Date" means the date when the Court enters a Judgment on its Order Approving the PAGA Settlement.

1.11. "Gross Settlement Amount" or "GSA" means $200,000.00, which is the total amount Defendant agrees 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, 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" or "Plaintiff's Counsel" means Alan Harris and Priya Mohan of Harris and Ruble.

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 Defendant for at least one day during the PAGA Period.

1.22. "PAGA Period" or "Statutory Period" means the time period from February 22, 2023 through March 12, 2025.

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

1.24. "PAGA Notice" means Plaintiff's February 22, 2024 letter to Defendant 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 to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA 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 Michelle Schwanke, the named Plaintiff in the Action.

1.29. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.30. “Released Parties” means: Defendant, as well as Orange Twist, LLC the Management Services Organization to Body Concepts By Orange Twist 1 Corp, and each of its former and present directors, officers, shareholders, agents, employees, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and/or affiliates.

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

1.32. “Defendant” means named Defendant Body Concepts By Orange Twist 1 Corp.

2. RECITALS

2.1 Plaintiff is a former hourly-paid, non-exempt employee of Defendant, who worked from February 2022 to April 2023.

2.2 Plaintiff contends she suffered one or more violations of the Labor Code during her employment with Defendant and that she is an “aggrieved employee” under Private Attorneys General Act of 2004 (“PAGA”).

2.3 Pursuant to PAGA, on February 22, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the Labor Code she contends were violated and the theories supporting his contentions (“PAGA Notice”). On or about February 22, 2024, Plaintiff sent a PAGA Notice to the LWDA, with a copy to Defendant, alleging the following claims against Defendant: (1) Failure to provide payroll records in violation of Cal. Lab. Code (“Code”) § 226(b); (2) Failure to provide personnel records in violation of Code § 1198.5; (3) Failure to provide records in violation of Code § 432; (4) Failure to timely pay wages during employment in violation of Code §§ 204 and 210; (5) Failure to pay wages and/or final wages in violation of Code § 203; (6) Wages by check on which payment refused under Code § 203.1; (7) Unlawful Deductions under Code § 221; (8) Failure to provide itemized wage statements in violation of Code § 226(a); (9) Failure to provide sick leave information under Code §§ 245.5 and 246; (10) Failure to furnish information under Code § 2810.5; (11) Failure to provide proper meal periods under Code § 226.7 and Wage Order § 11; (12) Failure to provide proper rest periods under Code § 226.7 and Wage

Order §12; (13) Improper classification of employees as independent contractors in violation of Code § 226.8; (14) Failure to reimburse necessary business expenses under Code § 2802; (15) Failure to pay minimum and overtime wages in violation of Code §§ 510, 515, 558, 1194, and 1198; (16) Failure to keep complete and accurate payroll records; (17) Failure to furnish reporting time pay in violation of Applicable Wage Order § 5; (18) Failure to provide rest day in violation of Code § 551; (19) Failure to provide seating in violation of Wage Order § 14; (20) Failure to remit gratuity in violation of Code § 351; (21) Failure to pay commission and/or bonuses; (22) Retaliation against "whistleblowing" employees in violation of Code § 1102.5; (23) Discrimination, discharge for exercise of employee rights in violation of Code § 98.6; (24) Improper payment of wages from out of state bank in violation of Code § 212.

2.4 On March 18, 2024, Plaintiff filed a Class Action and PAGA Action in the Los Angeles County Superior Court Case No. 24STCV06778 against Defendant. The First Amended Complaint, filed on May 17, 2024, is the Operative Complaint. The Lawsuit is predicated on the alleged: (1) Failure to Pay Minimum Wages and Overtime; (2) Failure to Provide Accurate Itemized Wage Statements; (3) Failure to Provide Rest Breaks; (4) Continuing Wages under Labor Code §§ 201, 201.3, and 203.; (5) Failure to Reimburse Business Expenses; (6) Failure to Provide Employment Records (Payroll Records); (7) Failure to Provide Employment Records (Personnel); (8) Violation of California Business & Professions Code Section 17200, *et seq.;* and (9) Violation of the Private Attorneys General Act.

2.5 On April 11, 2025, Defendant filed a Motion to Compel Plaintiff's claims to binding arbitration. On May 19, 2025, the Court granted Defendant's Motion to Compel Arbitration, which required Plaintiff to submit her individual claims to arbitration and dismiss her class action claims, as well as ordered a stay of the representative action pending resolution of Plaintiff's individual claims.

2.6 After an informal exchange of relevant information, on March 12, 2025, the Parties engaged in mediation with the mediator Chad Anderton that, after continued negotiations, resulted in the settlement of Plaintiff's PAGA Lawsuit via a mediator's proposal, subject to the Court's approval.

2.7 Defendant denies all the allegations in the Lawsuit and any contention that it committed any misconduct, wrongdoing, or any other actionable conduct of any kind, including any violation of the Labor Code.

2.8 The Parties have each independently analyzed and investigated the facts and law relevant to the Lawsuit. Pursuant to discovery, Defendant produced documents and data, including, but not limited to, information pertaining to the employment policies, practices, and procedures implicated by the PAGA Claims. This included meal and rest breaks, overtime, timekeeping, and payroll policies, sampling of timekeeping and payroll records, wage statements, and summaries of data pertaining to the number of employees allegedly affected by the PAGA Claims. The Parties have had ample opportunity to evaluate their positions on the merits of the claims asserted.

3. MONETARY TERMS

3.1. Gross Settlement Amount. The Gross Settlement Amount is defined above in Paragraph 1.11.

3.2. Timing of Defendant's Payment. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 business days after the Court's approval of this Agreement.

3.3. Non-Reversion. The Administrator shall 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.

3.4. 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:

3.4.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one third of the Gross Settlement Amount which, unless is currently estimated to be sixty six thousand six hundred and sixty seven dollars ($66,667.00) and PAGA Counsel Litigation Expenses Payment of not more than twenty thousand dollars ($20,000.00). Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. Defendant will not oppose PAGA Counsel's request for Court approval of these payments provided that they do not exceed these amounts. 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 Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.4.2. To Plaintiff: A PAGA Representative Payment of not more than five thousand dollars ($5,000.00). If the Court approves a PAGA Representative Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

3.4.3. To the Administrator: An Administrator Expenses Payment not to exceed $3,850.00 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 $3,850.00 the difference between $3,850.00 and the actual Settlement Administration Costs shall be included in the Net Settlement Amount.

3.4.4. To the LWDA and Aggrieved Employees: 25% of the PAGA Penalties to be paid from the Net Settlement Amount allocated to the Individual PAGA Payments, and 75% of the PAGA Penalties to LWDA to be paid from the Net Settlement Amount in settlement of PAGA claims allocated to the LWDA PAGA Payment.

3.4.4.1. The Administrator will calculate each Aggrieved Employee's Individual PAGA Payment by: (a) dividing the Aggrieved Employees' 25% share of PAGA Penalties, by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each Aggrieved Employee's. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.4.4.2. 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 form1099-MISC, box 3 (Other Income).

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Aggrieved Employee Pay Periods. Based on a review of its records, Defendant represented there were no more than 3,305 Pay Periods worked by Aggrieved Employees during the PAGA Period.

4.2. Aggrieved Employee Data. Within 15 calendar days of the Court's approval of the Motion for Approval of the PAGA Settlement, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form dictated by the Administrator. To protect Aggrieved Employee' privacy rights, the Administrator shall maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Agreement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator's 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 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 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 fund the Gross Settlement Amount as set forth in Paragraph 3.2, above.

4.4. Payments from the Gross Settlement Amount. Within 15 calendar days after Defendant funds the Gross Settlement Amount, the Administrator shall 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.

4.4.1. 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.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned 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.

4.4.3. 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 the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASE OF PAGA CLAIMS

5.1. Upon approval by the Court of this Settlement, and subject to Defendant's payment of the GSA, Plaintiff, PAGA Members, and Plaintiff's counsel will release claims against all Released Parties as follows:

5.1.1. Plaintiff, individually and in her representative capacity on behalf the State of California, and the PAGA Members, will fully and finally release and discharge the Released Parties from all claims, rights, demands, liabilities, costs, attorney's fees, and causes of action for civil penalties under the PAGA arising during employment by Defendant in California in a non-exempt position during the PAGA Period, based on the factual and legal allegations pled in the operative First Amended Complaint or alleged in the PAGA Notice to recover civil penalties pursuant to PAGA for any alleged violations of the California Labor Code sections, claims, and theories expressly pleaded or that could have been pleaded in the Action, including, but not limited to, claims for alleged violations of California Labor Code, including, but not limited to sections 201, 201.3, 202 204, 210, 216, 218.5, 218.6, 221, 226, 226.3, 226.7, 226.8, 245.5, 246. 351, 432, 510, 512, 515, 551, 558, 558.1, 1102.5, 1174, 1174.5, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2751, 2802, 2810.5, 2698, et seq., violations of IWC Wage Orders, or for the following alleged violations: (1) Failure to provide payroll records in violation of Code § 226(b); (2) Failure to provide personnel records in violation of Code § 1198.5; (3) Failure to provide records in violation of Code § 432; (4) Failure to timely pay wages during employment in violation of Code §§ 204 and 210; (5) Failure to pay wages and/or final wages in violation of Code § 203; (6) Wages by check on which payment refused under Code § 203.1; (7) Unlawful Deductions under Code § 221; (8) Failure to provide itemized wage statements in violation of Code § 226(a); (9) Failure to provide sick leave information under Code §§ 245.5 and 246; (10) Failure to furnish information under Code § 2810.5; (11) Failure to provide proper meal periods under Code § 226.7 and Wage Order § 11; (12) Failure to provide proper rest periods under Code § 226.7 and Wage Order §12; (13) Improper classification of employees as independent contractors in violation of Code § 226.8; (14) Failure to reimburse necessary business expenses under Code § 2802; (15) Failure to pay minimum and overtime wages in violation of Code §§

510, 515, 558, 1194, and 1198; (16) Failure to keep complete and accurate payroll records; (17) Failure to furnish reporting time pay in violation of Applicable Wage Order § 5; (18) Failure to provide rest day in violation of Code § 551; (19) Failure to provide seating in violation of Wage Order § 14; (20) Failure to remit gratuity in violation of Code § 351; (21) Failure to pay commission and/or bonuses; (22) Retaliation against "whistleblowing" employees in violation of Cal. Lab. Code § 1102.5; (23) Discrimination, discharge for exercise of employee rights in violation of Code § 98.6; (24) Improper payment of wages from out of state bank in violation of Code § 212.

5.1.2. In accordance with *Arias v. Superior Court* (2009) 46 Ca1.4th 969, a judgment in "a representative action brought by an aggrieved employee under the Labor Code Private Attorneys General Act of 2004 ... is binding not only on the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding," which the Final Order shall so reflect. The Final Order shall not bind or release Plaintiff or the PAGA Members' individual wage claims (or other individual claims). However, in accordance with *Arias*, the Final Order shall be binding on the State of California, the LWDA, Plaintiff and the PAGA Members as to the Released PAGA Claims. A statement to this effect shall be included in the Notice sent to the PAGA Members mailed together with their Settlement payment checks and IRS 1099 Forms.

5.2 <u>Exclusions to the PAGA Released Claims.</u> The releases above expressly exclude all other claims, including without limitation, claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and any other claims arising outside of the PAGA Period and as alleged in the Operative Complaint.

6. <u>SETTLEMENT APPROVAL AND IMPLEMENTAL PROCEDURES</u>

6.1. <u>Plaintiff's Responsibilities.</u> 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)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator; and (vi) a notice of settlement to the LWDA. 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.

6.2. <u>Responsibilities of PAGA Counsel.</u> PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Agreement 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 Approval 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 Agreement 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 ILYM Group, Inc. 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 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. CONTINUING JURISDICTION OF THE COURT

8.1. 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.

8.2. 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. ADDITIONAL PROVISIONS

9.1. 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 the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

9.2. 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.

9.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, 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.

9.4. 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.

9.5. Dismissal. Upon the Court's approval of this Agreement and payment of all sums required by this Agreement, Plaintiff shall file a request for dismissal of Plaintiff's individual and representative PAGA claim as to Defendant with prejudice. Pursuant to Code of Civil Procedure section 664.6, the Court shall retain jurisdiction to enforce the terms of this Agreement.

9.6. Severability. If any clause or provision of this Agreement is declared illegal or unenforceable, it shall be modified as minimally as necessary to be enforceable. If the provision cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

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

9.8. 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.

9.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

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

9.11. 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.

9.12. Cooperation in Drafting. The Parties and their respective counsel have cooperated in the drafting and preparation of this Agreement. Accordingly, this Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

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

9.14. 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 Defendants 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 Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data. PAGA Counsel may retain copies of the Aggrieved Employee Data in its file to the extent required by the California Business and Professions code.

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

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

9.17. 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:

Alan Harris
Priya Mohan
HARRIS AND RUBLE
655 North Central Avenue, 17th Floor
Glendale CA 91203

To Defendant:

Todd R. Wulffson
Alessandra C. Whipple
John S. Keeney
Tyler J. Angelini
CDF Labor Law, LLP
18300 Von Karman Avenue, Suite 800
Irvine, CA 92612

9.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g. 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.

9.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to 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.

IN WITNESS WHEREOF, the parties knowingly and voluntarily executed this Settlement Agreement and Release of PAGA Claim as of the date set forth below.

Dated: 8/29/2025

By: DocuSigned by: 1D033A2595ED41E...
Plaintiff, Michelle Schwanke

Dated: ________________

By: ________________________________
Defendant Body Concepts By Orange Twist 1 Corp.

By: ________________________

Its: ________________________

AS TO FORM:

HARRIS AND RUBLE

Dated: August 29, 2025

By: Alan Harris
Alan Harris, Attorney for Plaintiff

CDF Labor Law, LLP

Dated: ________________

By: ________________________________
Todd R. Wulffson, Attorney for Defendant Body Concepts By Orange Twist 1 Corp.

IN WITNESS WHEREOF, the parties knowingly and voluntarily executed this Settlement Agreement and Release of PAGA Claim as of the date set forth below.

Dated: ________________ By: ______________________________
Plaintiff, Michelle Schwanke

Dated: 09/03/2025 By: Taylor Pollei (Sep 3, 2025 13:52:25 PDT)
Defendant Body Concepts By Orange Twist 1 Corp.

By: Taylor Pollei

Its: TRP Owner

AS TO FORM:

HARRIS AND RUBLE

Dated: ________________ By: ______________________________
Alan Harris, Attorney for Plaintiff

CDF Labor Law, LLP

Dated: 9/12/2025 By: ______________________________
Tyler J. Angelini, Attorney for Defendant Body Concepts By Orange Twist 1 Corp.

Exhibit A

NOTICE OF PAGA SETTLEMENT

<<DATE>>

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

A court-approved settlement has been reached in the lawsuit entitled *Schwanke v. Body Concepts by Orange Twist 1 Corp.,* Los Angeles County Superior Court Case No. 24STCV06778 (the "Lawsuit").

The Lawsuit was filed against Body Concepts By Orange Twist 1 Corp. ("Defendant") pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called "PAGA"). The Lawsuit was brought by Michelle Schwanke ("Plaintiff") a former employee of Defendant, on behalf of the State of California and other allegedly aggrieved employees.,

On XXXX, the Los Angeles County Superior Court issued an Order approving the settlement of claims brought pursuant to the Private Attorneys General Act of 2004 (PAGA). Under the PAGA statute, 75% of the penalties are paid to the State of California's Labor and Workforce Development Agency (LWDA) and the remaining 25% of the penalties are paid to the employees of Defendant who were allegedly affected by the alleged violations of the California Labor Code. Specifically, the portion of PAGA penalties distributed to each PAGA Aggrieved Employee shall be calculated by dividing the number of PAGA Period Pay Periods worked by an aggrieved employee during the covered period (February 22, 2023, to March 12, 2025) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the covered period and multiplying that amount by the amount of PAGA penalties awarded to the Aggrieved Employees.

By way of this Settlement, Defendant has been released from claims the State of California can pursue for Labor Code violations committed against you and for any and all claims and causes of action that were asserted or could have been asserted pursuant to Labor Code Section 2698 *et seq*. (also known as "PAGA") for violations of Labor Code Sections 201, 201.3, 202 204, 210, 216, 218.5, 218.6, 221, 226, 226.3, 226.7, 226.8, 245.5, 246. 351, 432, 510, 512, 515, 551, 558, 558.1, 1102.5, 1174, 1174.5, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2751, 2802, 2810.5, 2698, et seq., violations of IWC Wage Orders, or for the following alleged violations: (1) Failure to provide payroll records in violation of Code § 226(b); (2) Failure to provide personnel records in violation of Code § 1198.5; (3) Failure to provide records in violation of Code § 432; (4) Failure to timely pay wages during employment in violation of Code §§ 204 and 210; (5) Failure to pay wages and/or final wages in violation of Code § 203; (6) Wages by check on which payment refused under Code § 203.1; (7) Unlawful Deductions under Code § 221; (8) Failure to provide itemized wage statements in violation of Code § 226(a); (9) Failure to provide sick leave information under Code §§ 245.5 and 246; (10) Failure to furnish information under Code § 2810.5; (11) Failure to provide proper meal periods under Code § 226.7 and Wage Order § 11; (12) Failure to provide proper rest periods under Code § 226.7 and Wage Order §12; (13) Improper classification of employees as independent contractors in violation of Code § 226.8; (14) Failure to reimburse necessary business expenses under Code § 2802; (15) Failure to pay minimum and overtime wages in violation of Code §§ 510, 515, 558, 1194, and 1198; (16) Failure to keep complete and accurate payroll records; (17) Failure to furnish reporting time pay in violation of Applicable Wage Order § 5; (18) Failure to provide rest day in violation of Code § 551; (19) Failure to provide seating in violation of Wage Order § 14; (20) Failure to remit gratuity in violation of Code § 351; (21) Failure to pay commission and/or bonuses; (22) Retaliation against "whistleblowing" employees in violation of Cal. Lab. Code § 1102.5; (23) Discrimination, discharge for exercise of employee rights in violation of Code § 98.6; (24) Improper payment of wages from out of state bank in violation of Code § 212.

The Court's Final Order shall be binding on the State of California, the LWDA, Plaintiff and the PAGA Members as to the Released PAGA Claims

By cashing this check, you will NOT give up any of your individual rights and/or claims.

The Court has not ruled on the merits of the above referenced lawsuit. Defendant denies any liability or wrongdoing and contends, among other things, it complied at all times with the California Labor Code, the related California Wage Orders, and all other state and federal wage laws, and further contends that the lawsuit is without merit.

You are receiving money under the Settlement because you are or were employed by Defendants in a non-exempt position in California from February 22, 2023, to March 12, 2025. Your settlement amount is <<**$ Amount**>>. Your enclosed check is valid for one hundred and eighty (180) days from the date of its issuance. After that date, you cannot cash the check and it will be null and void. Funds attributable to such uncashed checks will be sent to the California Unclaimed Property Fund in your name.

If you have any questions, you may contact the settlement administrator.

PLEASE DO NOT CONTACT THE COURT OR THE JUDGE WITH ANY QUESTIONS ABOUT THE LAWSUIT OR THE SETTLEMENT