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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

TIANA GONZALES and ADAN GALAVIZ,
individually, and on behalf of all others
similarly situated,

Plaintiffs,

vs.

SO CAL SANTA FE, LLC, a Delaware
limited liability company; SO CAL GYMS,
LLC, a Delaware limited liability company;
SO CAL COMPTON LLC, a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 24STCV12882

*Assigned for All Purposes To:
Hon. David S. Cunningham III
Dept. 11*

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

This Class Action and Private Attorneys General Act (“PAGA”) Settlement Agreement (“Agreement”) is made by and between Plaintiffs Tiana Gonzales (“Plaintiff Gonzales”) and Adan Galaviz (“Plaintiff Galaviz”) (together as “Plaintiffs”), and Defendants So Cal Santa Fe, LLC, So Cal Gyms, LLC, and So Cal Compton LLC (“Defendants”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

1.1 “Actions” means Plaintiff Gonzales’s lawsuit alleging class action wage and hour violations against Defendant captioned *Tiana Gonzales, et al. v. So Cal Santa Fe, LLC, et al.*, Case No. 24STCV12882, filed on May 22, 2024 in Los Angeles County Superior Court (“Gonzales Class Action”), Plaintiff Gonzales’s representative PAGA action captioned *Tiana Gonzales v. So Cal Santa Fe, LLC, et al.*, Case No. 24NWCV01802, filed on June 7, 2024 in Los Angeles County Superior Court (“Gonzales PAGA Action”), Plaintiff Galaviz’s lawsuit alleging class action wage and hour violations against Defendant captioned *Adan Galaviz v. So Cal Compton LLC*, Case No. 24STCV28264, filed on October 28, 2024 in Los Angeles County Superior Court (“Galaviz Class Action”), and Plaintiff Galaviz’s representative PAGA action captioned *Adan Galaviz v. So Cal Compton LLC*, Case No. 25STCV16685 filed on June 9, 2025 in Los Angeles County Superior Court (“Galaviz PAGA Action”). These matters were filed before the 2024 amendments to PAGA. As such, all statutory references in this Agreement to Labor Code sections 2698, 2699, 2699.3, and any subdivisions thereof, are references to the statute as it existed before the 2024 amendment.

1.2 “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 “Administration Costs” means the amount the Administrator will be paid from the Gross Settlement Amount, subject to Court approval, to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 “Gonzales Aggrieved Employee” means all persons who worked for Defendant So Cal Gyms, LLC and Defendant So Cal Santa Fe, LLC in California as an hourly-paid or non-exempt employee at any time during the Gonzales PAGA Period.

1.5 “Gonzales Class” means all persons who worked for Defendant So Cal Gyms, LLC and Defendant So Cal Santa Fe, LLC in California as an hourly-paid or non-exempt employee at any time during the Gonzales Class Period.

1.6 “Galaviz Aggrieved Employee” means all persons who worked for Defendant So Cal Compton LLC in California as an hourly-paid or non-exempt employee at any time during the Galaviz PAGA Period.

1.7 “Class Counsel” means John G. Yslas, Eugene Zinovyev, John Brown, and Gabriella Solé of Wilshire Law Firm, PLC.

1.8 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will request approval from the Court of up to one-third (1/3) of the GSA (currently \$46,666.67 [forty-six thousand six hundred sixty-six dollars and sixty-seven cents]).

1.9 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action, not to exceed \$30,000.00 (thirty thousand dollars and zero cents) and paid from the Gross Settlement Amount.

1.10 “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.

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

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

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

1.13 “Class Notice” means the Court approved Notice of Settlement and hearing date for Final Approval, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.14 “Gonzales Class Period” or “Gonzales Class Settlement Period” means the period from March 18, 2021 through August 1, 2023 (“Gonzales Settlement Class Period”).

1.15 “Class Representative” means the named Plaintiff Tiana Gonzales in the Action.

1.16 “Service Payment” or “Enhancement Award” means the payment to Plaintiff Tiana Gonzales and Plaintiff Adan Galaviz for initiating the Actions and providing services in support of the Actions.

1.17 “Court” means the Superior Court of California, County of Los Angeles.

1.18 “Defendants” means named Defendants So Cal Santa Fe, LLC, So Cal Gyms, LLC, and So Cal Compton LLC.

1.19 “Defense Counsel” means Debra Ellwood Meppen, Matthew T. Theriault, and Jiaying Chen of Gordon Rees Scully Mansukhani, LLP.

1.20 “Effective Date” means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

1.22 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.23 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.24 “Gross Settlement Amount” or “GSA” means one hundred forty thousand dollars and zero cents (\$140,000.00), which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph 8 below.

1.25 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period, less Employee’s taxes and required withholding with respect to the wages portion.

1.26 “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.

1.27 “Judgment” means the judgment entered by the Court based upon the Final Approval.

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

1.29 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

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

1.31 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.32 “Operative Complaint” means the operative First Amended Class and Representative Action Complaint filed on in the Gonzales Class Action.

1.33 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for any of the Defendants for at least one day during the Gonzales PAGA Period or the Galaviz PAGA Period.

1.34 “Gonzales PAGA Period” means the period from March 29, 2023 through October 23, 2025.

1.35 “Galaviz PAGA Period” means the period from April 4, 2024 through October 23, 2025.

1.36 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.37 “Gonzales PAGA Notice” means Plaintiff Gonzales’s March 29, 2024 letter to the LWDA and Defendant So Cal Santa Fe, LLC and Defendant So Cal Gyms, LLC providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.38 “Galaviz PAGA Notice” means Plaintiff Galaviz’s April 4, 2025, letter to the LWDA and Defendant So Cal Compton LLC providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.39 “PAGA Penalties” means the total amount of \$7,000.00 in PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% (\$1,750.00) to the Aggrieved Employees and 75% (\$5,250.00) to the LWDA in settlement of PAGA claims.

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

1.41 “Plaintiffs” means Tiana Gonzales and Adan Galaviz, the named plaintiffs in the Action.

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

1.43 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.44 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.45 “Released Parties” means Defendants, and each of their respective past, present, and future parents, subsidiaries, division, predecessors, successors, partners, joint ventures, shareholders, consultants, advisors, insurers, reinsurers, and assigns, franchisors, and each of their past, present and future officers, investors, directors, executives, owners, trustees, agents, employees, attorneys, representatives, benefit plans sponsors or administered by the Released

Parties, and any of other persons or entities acting on behalf of or in concert with any of the foregoing.

1.46 "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.47 "Response Deadline" means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

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

1.49 "Workweek" means any week during which a Class Member worked for Defendants So Cal Santa Fe, LLC and So Cal Gyms, LLC for at least one day, during the Gonzales Class Period.

2. RECITALS.

2.1 On May 22, 2024, Plaintiff Gonzales filed a Class Action Complaint in Los Angeles County Superior Court, Case No. 24STCV12882, alleging causes of action against Defendants So Cal Santa Fe, LLC and So Cal Gyms, LLC for (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; (8) Failure to Produce Requested Employment Records; and (9) Unfair Business Practices.

2.2 On March 29, 2024, pursuant to Labor Code §2699.3, subd.(a), Plaintiff Gonzales gave notice to the LWDA and Defendants that Plaintiff intended to proceed with a representative action under PAGA (LWDA-CM-1019436-24). On June 7, 2024, after the 65-day statutory period passed, Plaintiff Gonzales filed a separate complaint for penalties pursuant to Labor Code § 2699, *et seq.*, in Los Angeles County Superior Court, Case No. 24NWCV01802.

2.3 On October 28, 2024, Plaintiff Galaviz filed a Class Action Complaint in Los Angeles County Superior Court, Case No. 24STCV28264, alleging causes of action against Defendant So Cal Compton LLC for (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; and (8) Unfair Business Practices.

2.4 On April 4, 2025, pursuant to Labor Code §2699.3, subd.(a), Plaintiff Galaviz gave notice to the LWDA and Defendants that Plaintiff intended to proceed with a representative action under PAGA (LWDA-CM-1090432-25). On June 9, 2025, after the 65-day statutory period passed, Plaintiff Galaviz filed a separate complaint for penalties pursuant to Labor Code § 2699, *et seq.*, in Los Angeles County Superior Court, Case No. 25STCV16685.

2.5 Defendants deny the allegations in the Action, deny any failure to comply with the laws identified in the Actions, deny that class certification and representative treatment is appropriate, and deny any and all liability for the causes of action alleged in the Actions.

2.6 On September 23, 2025, the Plaintiff Gonzales and Defendants So Cal Santa Fe, LLC and So Cal Gyms, LLC, participated in an all-day mediation presided over by mediator Brandon Coen, Esq. The Parties accepted a mediator's proposal that day and agreed on general settlement terms. The Parties memorialized their agreement in a Memorandum of Understanding on February 4, 2026.

2.7 In advance of mediation, Class Counsel conducted a thorough investigation into the facts of, and applicable law to, the Actions. Prior to mediation, Plaintiffs obtained and analyzed a representative sampling of time and payroll data for Class Members and the necessary policy documents through informal discovery to properly evaluate the strengths and weakness of the claims and engage in meaningful settlement discussions. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk/Kullar*").

2.8 The Court has not granted class certification because the Parties engaged in mediation before any class certification.

2.9 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matters or actions 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, Defendants will pay one hundred forty thousand dollars and zero cents (\$140,000.00) to fully settle, resolve, and extinguish all claims asserted in the Actions, including without limitation all claims asserted in the PAGA Notices. The Gross Settlement Amount is non-reversionary and does not include employer payroll taxes owed on the wage portions of the Individual Class Payments, which Defendants will pay separately.

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 Plaintiffs: A payment of \$20,000 for the Service Payments to Plaintiffs of not more than \$10,000.00 (ten thousand dollars and zero cents) to each plaintiff in addition to any Individual Class Payment and any Individual PAGA Payment the Plaintiffs are entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiffs' requests for Service Payments that do not exceed this amount. As part of the motion for the Class Counsel Fees and Litigation Expenses Payments, Plaintiffs will seek Court approval for any Service Payment no later than sixteen (16) court days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members. The Administrator will pay the Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Service Payment.

1 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the
2 Gross Settlement Amount, which is currently estimated to be forty-six thousand six hundred
3 sixty-six dollars and sixty-seven cents (\$46,666.67) and a Class Counsel Litigation Expenses
4 Payment for actual costs, not to exceed \$30,000.00 (thirty thousand dollars with zero cents).
5 Defendants will not oppose requests for these payments. Plaintiffs and/or Class Counsel will file
6 a motion for Class Counsel Fees and Litigation Expenses Payment no later than sixteen (16) court
7 days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court
8 approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment
9 less than the amounts requested, the Administrator will allocate the remainder to the Net
10 Settlement Amount for distribution to Participating Class Members. Released Parties shall have
11 no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion
12 of Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The
13 Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment
14 using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for
15 taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses
16 Payment and holds Defendants harmless, and indemnifies Defendant, from any dispute or
17 controversy regarding any division or sharing of any of these Payments.

18 3.2.3 To the Administrator: An Administrator Costs Payment not to exceed \$6,450.00
19 (six thousand four hundred fifty dollars and zero cents) except for a showing of good cause and
20 as approved by the Court. To the extent the Administration Costs are less or the Court approves
21 payment of less than \$6,450.00, the Administrator will retain the remainder in the Net Settlement
22 Amount to be distributed to Participating Class Members. Plaintiff, Plaintiff's counsel,
23 Defendants, and Defendants' counsel shall not bear any responsibility for errors or omissions in
24 the calculation or distribution of the settlement payments.

25 3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by
26 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
27 Participating Class Members during the Class Period, and (b) multiplying the result by each
28 individual Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. Fifteen (15%) of each Participating Class Member's Individual Class Payment will be allocated to the Settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. The remaining eighty-five percent (85%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest, reimbursement, and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of seven thousand dollars and zero cents (\$7,000.00) to be paid from the Gross Settlement Amount, with 75% (\$5,250.00) allocated to the LWDA PAGA Payment and 25% (\$1,750.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties of \$1,750.00 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 individual Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

1 4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its
2 records, Defendants represent there are 63 Class Members who collectively worked a total of
3 2,374 workweeks during the Class Period, 48 Gonzales Aggrieved Employees who worked a total
4 of 1,104 PAGA Pay Periods during the Gonzales PAGA Period, and 37 Galaviz Aggrieved
5 Employees who worked a total of 629 PAGA Pay Periods during the Galaviz PAGA Period.

6 4.2 Class Data. Not later than thirty(30) days after the Court grants Preliminary Approval of
7 the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a
8 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must
9 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement
10 and for no other purpose, and restrict access to the Class Data to Administrator employees who
11 need access to the Class Data to effect and perform under this Agreement. Defendants have a
12 continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted
13 class member identifying information and to provide corrected or updated Class Data as soon as
14 reasonably feasible. Without any extension of the deadline by which Defendants must send the
15 Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts,
16 in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class
17 Data.

18 4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement
19 Amount and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting
20 the funds to the Administrator no later than thirty (30) days after the Effective Date. At least ten
21 (10) business days prior to Defendants' deadline for funding the first installment payment, the
22 Administrator shall calculate the total Employer Taxes due on the wage portion of the Individual
23 Class Payments and issue Defendants instructions and the amount of the Employer Taxes.

24 4.4 Payments from the Gross Settlement Amount. Within ten (10) days after Defendants
25 fully fund the Gross Settlement Amount, the Administrator will mail checks for all Individual
26 Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
27 Costs Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment,
28 and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,

1 the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment
2 shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

3 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or
4 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The
5 face of each check shall prominently state the date (180 days after the date of mailing) when the
6 check will be voided (“Void Date”). The Administrator will cancel all checks not cashed by the
7 Void Date. The Administrator will send checks for Individual Settlement Payments to all
8 Participating Class Members (including those for whom the Class Notice was returned
9 undelivered). The Administrator will send checks for Individual PAGA Payments to all
10 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
11 Employees (including those for whom Class Notice was returned undelivered). The Administrator
12 may send Participating Class Members a single check combining the Individual Class Payment
13 and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator
14 must update the recipients’ mailing addresses using the National Change of Address Database.

15 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class
16 Members whose checks are returned undelivered without USPS forwarding address. Within seven
17 (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
18 forwarding address provided or to an address ascertained through the Class Member Address
19 Search. The Administrator need not take further steps to deliver checks to Class Members whose
20 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
21 replacement check to any Class Member whose original check was lost or misplaced, requested
22 by the Class Member prior to the Void Date.

23 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA
24 Payment check is uncashed and canceled after the Void Date, the Administrator shall transmit the
25 funds represented by such checks to the California Controller’s Unclaimed Property Fund in the
26 name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of
27 California Code of Civil Procedure Section 384, subd. (b).
28

1 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall
2 not obligate Defendants to confer any additional benefits or make any additional payments to
3 Class Members (such as 401(k) contributions or bonuses) beyond those specified in this
4 Agreement.

5 5. **RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the Gross
6 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual
7 Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all
8 Released Parties as follows:

9 5.1 Plaintiffs' Release. Plaintiffs, individually and on behalf of their spouses (if any),
10 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, fully,
11 finally, and forever releases and discharge Released Parties from all claims, debts, liabilities,
12 demands, obligations, transactions, or occurrences, guarantees, costs, expenses, attorneys' fees,
13 damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected
14 or unsuspected, asserted or unasserted, that occurred during the Class Period, including, but not
15 limited to, all claims that were, or reasonably could have been, alleged, based on the facts
16 contained in the Operative complaint; and claims under the Fair Employment and Housing Act,
17 Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the California Labor
18 Code, and all equivalent claims under federal law ("Plaintiff's Release"). Plaintiffs' Release
19 does not extend to any claims or actions to enforce this Agreement, or to any claims for vested
20 benefits, unemployment benefits, disability benefits, social security benefits, workers'
21 compensation benefits that arose at any time, or based on occurrences outside the Class Period.
22 Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to,
23 the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that
24 Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different
25 or additional facts or Plaintiffs' discovery of them. It is agreed that this is a general release and
26 is to be broadly construed as a release of all claims, provided that, notwithstanding the
27 foregoing, this Paragraph expressly does not include a release of any claims that cannot be
28 released hereunder by law. Any and all rights granted under any state or federal law or
regulation limiting the effect of this Settlement Agreement, including the provisions of Section

1 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of
2 the California Civil Code reads as follows:

3 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
4 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
5 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
6 **RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE**
7 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
8 **DEBTOR OR RELEASED PARTY.**

9 5.2 Released Class Claims: All Participating Class Members will release and discharge
10 Defendants and Released Parties from all claims, rights, demands, liabilities, and causes of action,
11 alleged or which could have reasonably been alleged based on the facts alleged in the operative
12 complaint, including but not limited to: (1) failure to pay minimum and straight time wages
13 (pursuant to Cal. Labor Code §§ 200, 204, 210, 221-224, 510, 1182.12, 1193.6, 1194, 1194.2,
14 1195, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510,
15 515, 516, 552, 558, 1193.6, 1194 and 1198); (3) failure to provide meal periods (pursuant to Cal.
16 Labor Code §§ 210, 226.7, 512, 516); (4) failure to authorize and permit rest periods (pursuant to
17 Cal. Labor Code §§ 210, 226.7, 516); (5) failure to timely pay final wages at termination (pursuant
18 to Cal. Labor Code §§ 201-203); (6) failure to provide accurate itemized wage statements
19 (pursuant to Cal. Labor Code §§ 226); (7) failure to indemnify employees for expenditures
20 (pursuant to Cal. Labor Code §§ 450, 2800, 2802); (8) failure to produce requested employment
21 records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5); and (9) unfair business practices
22 (pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.*). The enumeration of these specific claims
23 shall neither enlarge nor narrow the scope of *res judicata* based on the claims that were asserted
24 in the Action or could have been asserted in the Action based on the facts and circumstances
25 alleged in the Complaint. The Released Class Claims are those that accrued during the Class
26 Period.

27 5.3 Released PAGA Claims: Plaintiffs, on behalf of themselves and as agents and proxies
28 of the State of California (including the LWDA), and the State of California (including the LWDA

and all individuals who seek to serve as agent and proxy of the State of California in bringing
 PAGA claims) are deemed to release and discharge Defendants and Released Parties from all
 claims for PAGA civil penalties that are alleged or reasonably could have been alleged based on
 the facts alleged in the operative complaint and in Plaintiff Gonzales's March 29, 2024 PAGA
 Notice, and Plaintiff Galaviz's April 4, 2025 PAGA Notice, including but not limited to: (1)
 failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 200, 204, 210,
 221-224, 510, 1182.12, 1193.6, 1194, 1194.2, 1195, 1197 and 1197.1); (2) failure to pay overtime
 wages (pursuant to Cal. Labor Code §§ 510, 515, 516, 552, 558, 1193.6, 1194 and 1198); (3)
 failure to provide meal periods (pursuant to Cal. Labor Code §§ 210, 226.7, 512, 516); (4) failure
 to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 210, 226.7, 516); (5) failure
 to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201 – 203 and 213(d));
 (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226 and
 226.3); (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code §§ 450,
 2800, 2802); (8) failure to produce requested employment records (pursuant to Cal. Labor Code
 §§ 226, 432, and 1198.5); (9) failure to pay all earned wages twice per month and unlawfully
 withholding accrued wages (pursuant to Cal. Labor Code §§ 204, 210, 216, 225.5); (10) failure
 to maintain accurate records of hours worked and meal periods (pursuant to Cal. Labor Code §§
 1174, 1174.5, 1175); (11) recordkeeping requirement violations (pursuant to Cal. Labor Code §§
 226.6, 558.1, 1174, 1174.5, 1175, 1198 and 1199); (12) failure to provide proper sick leave and
 supplemental paid sick leave (pursuant to Cal. Labor Code § 245-259); (13) secretly paying wages
 lower than required by statute while purporting to pay legal wages (pursuant to Cal. Labor Code
 § 223); (14) failure at times to pay vested vacation and/or paid time off (pursuant to Cal. Labor
 Code § 227.3); (15) failure to provide suitable seating (pursuant to Section 14(A-B) of all
 applicable IWC Wage Orders); (16) for unlawful agreements (pursuant to Cal. Labor Code §
 432.5; 2753, 2810.5); (17) failure to timely provide temporary workers, or some of them, with
 wages (pursuant to Cal. Labor Code § 201.3); (18) for preventing employees, or some of them,
 from using or disclosing the skills, knowledge and experience they obtained at Employers, and
 whistleblower violations (pursuant to Cal. Labor Code §§ 98.6, 232, 232.5, 1102.5, and 1197.5);

(19) for unlawful inquiries at times into criminal histories (pursuant to Cal. Labor Code § 432.7); (20) for workplace health and safety violations (pursuant to Cal. Labor Code §§ 1527, 3366, 3457, 8397.4, 6401, and 6401); and, (21) civil penalties for wage and hour violations (pursuant to Cal. Labor Code § 558). The Released PAGA Claims are those that accrued during the PAGA Period.

6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

6.1 **Defendants’ Declaration in Support of Preliminary Approval**. Within ten (10) days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator . In their Declaration, Defense Counsel and Defendants 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 **Plaintiffs’ Responsibilities**. Plaintiffs will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) signed declarations from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notices 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 (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiffs and Class 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.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are responsible for expeditiously finalizing the Motion for Preliminary Approval and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel will obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary Approval no later than sixteen (16) court days before the hearing, unless otherwise ordered by the Court, and deliver the Court's Preliminary Approval Order to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class 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 Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class 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, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Costs. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into

the QSF prior to distribution by the Administrator will become part of the NSA for distribution to Participating Class Members.

7.4 Notice to Class Members.

7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 (fourteen) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than five (5) calendar days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members’ written objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen days (14) days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

1 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
2 discovers any persons who believe they should have been included in the Class Data and should
3 have received Class Notice, the Parties will expeditiously meet and confer in person or by
4 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
5 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
6 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
7 requiring them to exercise options under this Agreement not later than fourteen (14) days after
8 receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

9 7.5 Requests for Exclusion (Opt-Outs).

10 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
11 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
12 later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional
13 fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion
14 is a letter from a Class Member or his/her representative that reasonably communicates the Class
15 Member's election to be excluded from the Settlement and includes the Class Member's name,
16 address and email address or telephone number. To be valid, a Request for Exclusion must be
17 timely faxed, emailed, or postmarked by the Response Deadline.

18 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
19 to contain all the information specified in the Class Notice. The Administrator shall accept any
20 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
21 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
22 determination shall be final and not appealable or otherwise susceptible to challenge. If the
23 Administrator has reason to question the authenticity of a Request for Exclusion, the
24 Administrator may demand additional proof of the Class Member's identity. The Administrator's
25 determination of authenticity shall be final and not appealable or otherwise susceptible to
26 challenge.

27 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
28 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and

bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the Released PAGA Claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or Pay Periods to Defense Counsel and the Administrator's determination of the challenges. The Administrator will provide similar copies of challenges to Class Counsel after redacting Class Member identifying information, including but not limited to name, address, social security number, email address, and phone number.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or

amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

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

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

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish, maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice; Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment; the Final Approval Order; and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails. If Final Approval is granted, the Administrator will post the above-listed information of interest for at least 180 days after the date of mailing Individual Class Payments and Individual PAGA Payments.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class

Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

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

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

7.8.5 Employer’s Share of Payroll Taxes. The Administrator shall handle all tax document preparation and reporting, including W-2 and/or 1099 Forms, and any other state and federal tax forms. The Administrator shall calculate the amount of the Employer’s Taxes and shall remit and report the applicable portions of the payroll tax payment to the appropriate taxing authorities in a timely manner.

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

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

7.8.7 Posting of Final Judgment. Within ten (10) days after the Court has held a Final Approval Hearing and entered the Judgment certifying the Class for settlement purposes only and approving the Settlement, the Administrator will give notice of judgment to Class Members pursuant to California Rules of Court, rule 3.771(b) by posting a copy of said Judgment on its website at a web address to be included in the Class Notice.

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

8. **CLASS AND PAGA SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Defendants represented that at the time of mediation there were 63 Class Members who collectively worked a total of 2,374 Workweeks during the Class Period, 48 Gonzales Aggrieved Employees who worked 1,104 PAGA Pay Periods during the Gonzales PAGA Period, and 37 Galaviz Aggrieved Employees who worked a total of 629 PAGA Pay Periods during the Galaviz PAGA Period. If, on final calculation of the Gonzales Class Period, the total number of Workweeks is greater than 10% higher than 2,374 Workweeks (i.e. greater than 2,612 Workweeks), then the Gross Settlement Amount will be proportionally increased by the Workweeks worked in excess of 2,612 by multiplying the excess Workweeks by the per Workweek value. Similarly, on final calculation, if the total number of Pay Periods is greater than 10% higher than 1,733 Pay Periods (i.e. greater than 1,907 Pay Periods), then the Gross Settlement Amount will be proportionally increased by the Workweeks worked in excess of 1,907 by multiplying the excess Pay Periods by the per Pay Periods value. If this provision is triggered

so as to increase the Gross Settlement Amount, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third (1/3) of the Gross Settlement Amount after the upward adjustment required by this provision is implemented. If, on final calculation, the total number of Workweeks or Pay Periods increases by more than 10%, then Defendants shall have the option to end the Class Period and PAGA Period on the date the total workweeks hit 2,612 Workweeks or 1,907 Pay Periods. Defendants shall provide the Settlement Administrators with the Class Data to verify the total Workweeks and Pay Periods prior to the filing for preliminary approval. If the Escalator Clause is triggered Defendants shall select an option prior to the filing for preliminary approval.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List equals or exceeds 10% of the total of all Class Members and/or PAGA Members Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point, including any administrator notices to the class that are required to inform Class Members of Defendants' withdrawal. Defendants must notify Class Counsel and the Court of its election to withdraw not later than ten days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiffs will file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1); a Proposed Final Approval Order; and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than five (5) calendar days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and

1 confer in person or by telephone, and in good faith, to resolve any disagreements concerning the
2 Motion for Final Approval.

3 10.1 Response to Objections. Each Party retains the right to respond to any objection raised
4 by a Participating Class Member, including the right to file responsive documents in Court no
5 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
6 accepted by the Court.

7 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
8 Approval on any material change to the Settlement (including, but not limited to, the scope of
9 release to be granted by Class Members), the Parties will expeditiously work together in good
10 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
11 Approval. The Court's decision to award less than the amounts requested for the Service Payment,
12 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator
13 Costs Payment shall not constitute a material modification to the Agreement within the meaning
14 of this paragraph.

15 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
16 Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes
17 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
18 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

19 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
20 conditions of this Agreement, the Parties, their respective counsel, and all Participating Class
21 Members who did not object to the Settlement as provided in this Agreement, waive all rights to
22 appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the
23 right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals.
24 The waiver of appeal does not include any waiver of the right to oppose such motions, writs or
25 appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this
26 Agreement will be suspended until such time as the appeal is finally resolved and the Judgment
27 becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
28

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

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

12. **ADDITIONAL PROVISIONS.**

12.1 No Effect on Employee Benefit Plans. Neither this Agreement nor any amounts paid under the Settlement will modify any previously credited hours, days, or weeks of service under any employee benefit plan, policy or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendants' sponsored benefit plans, policies or bonus programs. The payments made under the terms of this Settlement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any of Defendants' benefit plan, policy or bonus program. Defendants retain the right to modify the language of its benefits plans, policies and bonus programs to effect this intent and to make clear that any amounts paid pursuant to this Settlement are not for "weeks worked," "weeks paid," "weeks of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement. Defendants do not consider the Individual Class Payments "compensation" for

1 purposes of determining eligibility for, or benefit accrual within, any benefit plans, policies, or
2 bonus programs, or any other plan sponsored by Defendants.

3 12.2 No Admission of Liability, Class Certification or Representative Manageability for
4 Other Purposes. This Agreement represents a compromise and settlement of highly disputed
5 claims. Nothing in this Agreement is intended or should be construed as an admission by
6 Defendants that any of the allegations in the Operative complaint has merit or that Defendants
7 have any liability for any claims asserted; nor should it be intended or construed as an admission
8 by Plaintiff that Defendant's defenses in the Actions have merit. The Parties agree that class
9 certification and representative treatment is for purposes of this Settlement only. If, for any
10 reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment,
11 Defendants reserve the right to contest certification of any class for any reason, Defendants
12 reserve all available defenses to the claims in the Actions, and Plaintiff reserves the right to move
13 for class certification on any grounds available and to contest Defendant's defenses. The
14 Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on,
15 and will not be admissible in connection with, any litigation (except for proceedings to enforce
16 or effectuate the Settlement and this Agreement).

17 12.3 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants,
18 and Defense Counsel separately agree that, until the Motion for Preliminary Approval of
19 Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause
20 or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement
21 directly or indirectly, specifically or generally, to any person, corporation, association,
22 government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses,
23 all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter;
24 (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a
25 court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
26 government agency. Each Party agrees to immediately notify the other Party of any judicial or
27 agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel,
28 Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any

1 conversation or other communication, before the filing of the Motion for Preliminary Approval,
2 with any third party regarding this Agreement or the matters giving rise to this Agreement except
3 to respond only that “the matter was resolved,” or words to that effect. This paragraph does not
4 restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s
5 ethical obligations owed to Class Members.

6 12.4 No Solicitation. The Parties separately agree that they and their respective counsel and
7 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
8 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability
9 to communicate with Class Members in accordance with Defense Counsel’s and Class Counsel’s
10 ethical obligations and Class Counsel’s fiduciary duties owed to Class Members.

11 12.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
12 together with its attached exhibits shall constitute the entire agreement between the Parties
13 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
14 inducements made to or by any Party.

15 12.6 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
16 represent that they are authorized by Plaintiffs and Defendants, respectively, to take all
17 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
18 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
19 terms of this Agreement including any amendments to this Agreement.

20 12.7 Cooperation. The Parties and their counsel will cooperate with each other and use their
21 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
22 Settlement Agreement, submitting supplemental evidence and supplementing points and
23 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
24 or content of any document necessary to implement the Settlement, or on any modification of the
25 Agreement that may become necessary to implement the Settlement, the Parties will seek the
26 assistance of a mediator and/or the Court for resolution.

27 12.8 No Prior Assignments. The Parties separately represent and warrant that they have not
28 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.

12.9 No Tax Advice. Neither Plaintiffs, Class 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.

12.10 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.

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

12.12 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.

12.13 Attorneys' Fees and Costs. Except as otherwise specifically provided for herein, each party shall bear their own attorneys' fees, costs, and expenses, taxable or otherwise, incurred by them or arising out of the Action and shall not seek reimbursement thereof from any other party in this Agreement. In any suit or court action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover their reasonable attorneys' fees and costs.

12.14 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.

12.15 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.

12.16 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class 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.

12.17 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.

12.18 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.

12.19 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:

John G. Yslas
john.yslas@wilshirelawfirm.com
 Eugene Zinovyev (SBN 267245)
Eugene.zinovyev@wilshirelawfirm.com
 John Brown (SBN 233605)
John.brown@wilshirelawfirm.com
 Gabriella Solé (SBN 346164)
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To Defendant:

Debra Ellwood Meppen (SBN 183885)
dmeppen@grsm.com
 Matthew T. Theriault (SBN 244037)
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 Jiaying Chen (SBN 350442)

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633 W 5th St, 52nd Floor

Los Angeles, California 90071

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12.20 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or by 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.

12.21 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 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.

12.22 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties within the provisions of Cal. Civil Proc. § 664.6, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid. Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the Los Angeles County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

IT IS SO AGREED.

By the Parties:

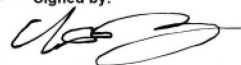
DATED: 4/30/2026

Signed by:

GC67A093B0E5465...

Plaintiff Tiana Gonzales

DATED: 4/29/2026

Signed by:

71E962772FAD41C...

Plaintiff Adan Galaviz

DATED: May 27, 2026

Signed by:

Andrew

CE2605B1F3AE44E...

Defendant So Cal Santa Fe, LLC

By: Andrew

Position: VP of People Operations

DATED: May 27, 2026

Signed by:

Andrew

CE2605B1F3AE44E...

Defendant So Cal Gyms, LLC

By: Andrew

Position: VP of People Operations

DATED: May 19, 2026

Signed by:

Andrew

CE2605B1F3AE44E...

Defendant So Cal Compton LLC

By: Andrew

Position: VP of People Operations

Approved by counsel to the form only:

DATED: April 30, 2026

WILSHIRE LAW FIRM

BY:

John G. Yslas

Eugene Zinovyev

Counsel for Plaintiffs Tiana Gonzales and Adan Galaviz

DATED:

GORDON REES SCULLY MANSUKHANI, LLP

BY: *Jiaying Chen*
Debra Ellwood Meppen
Matthew T. Theriault
Jiaying Chen
Counsel for Defendants So Cal Santa Fe, LLC, So Cal
Gyms, LLC, and So Cal Compton LLC