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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER

ELIZABETH BORIE, individually, and on behalf of all other aggrieved employees, Plaintiff, v. GORJANA & GRIFFIN, INC., a California corporation; and DOES 1 through 50, inclusive, Defendants.	Case No.: 30-2024-01406001-CU-OE-CXC [*Assigned for all purposes to the Hon. William D. Claster, Dept. CX101*] **AMENDMENT TO STIPULATION FOR SETTLEMENT AND RELEASE UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE § 2698, ET SEQ.** Action Filed: June 11, 2024 Trial Date: None Set

This Amendment to the Stipulation for Settlement and Release Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Amendment") is entered into by and between Elizabeth Borie ("Plaintiff"), individually and as a representative on behalf of the aggrieved employees and the State of California, and Gorjana & Griffin, Inc., now known as Gorjana & Griffin, LLC, ("Defendant") (collectively "Parties"). Subject to approval of the Court, this Action is being settled pursuant to the terms and conditions set forth in this Amendment to the Stipulation for Settlement and Release Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Agreement"). (ROA 39)

RECITALS

1. On February 26, 2026, the Honorable William D. Claster issued a tentative ruling requesting the Parties to address eight (8) areas of concern as follows: 1) address if there any other pending actions, whether class, individual or PAGA (including in the pre-filing LWDA stage) that might be affected by this settlement; 2) confirm if counsel interviewed anyone other than Plaintiff to value the non-record claims; 3) counsel's declaration mentions an expert retained to review the case, the expert must be identified along with his CV; 4) provide a valuation of the predicate claims for violation of Lab. Code §§ 432 and 2810.5 in order to be released; 5) amend Section F.1 of the Agreement which requires the aggrieved employees to defend, indemnify, and hold harmless various parties from tax related claims and delete this language. The aggrieved employees are not, and can't be, parties to this case. The Court will not approve any obligations not imposed upon them by operation of PAGA; 6) amend Section E.4 of the Agreement to confirm the Civ. Code § 1542 waiver does not apply to the aggrieved employees. The aggrieved employees are not parties to this case, so the Court will not approve any waivers not imposed upon them by operation of PAGA; 7) counsel to confirm if notice is required in any languages other than English and Spanish; and 8) if any changes are made to the Agreement, please make corresponding necessary changes to the notice, if applicable.

2. The Parties have met and conferred and agreed to modify the Agreement based upon the Court's tentative ruling. In particular, the Parties agree to amend and modify paragraphs E.4 and F.1 of the Agreement. (ROA 39) First, paragraph E.4 has been amended deleting any

reference to "aggrieved employees" as part of the Civ. Code § 1542 waiver which should apply to Plaintiff only. Second, the Parties have deleted any reference to "aggrieved employees" in Section F.1 in regarding "Tax Liability" as the section should only apply to Plaintiff. No changes have been made to the LWDA Award Notice.

3. The Amendment is fully incorporated into the Agreement, and a true and correct copy of which is attached hereto as **Exhibit 1.** (ROA 39) All definitions set forth in the Agreement shall be used herein unless otherwise specifically stated. (ROA 39) All of the terms and exhibit to the Agreement that are not expressly superseded by the Amendment, as set forth herein, remain in full force and effect. (ROA 39)

AMENDMENT TO STIPULATION FOR SETTLEMENT AND RELEASE UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE § 2698, ET SEQ.

4. The Parties agree Paragraph E.4 of the Agreement regarding "Waiver of Civil Code section 1542" shall be deleted and replaced in its entirety with the following language:

> "Waiver of Civil Code section 1542. Plaintiff only expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides: "**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**" Notwithstanding the provisions of section 1542, and for the purpose of implementing a full and complete release and discharge of all of the claims released herein, Plaintiff only, expressly acknowledges that this Settlement is intended to include in its effect, without limitation, all claims released herein which Plaintiff does not know or suspects to exist in her favor at the time of execution hereof, and that the Settlement contemplates the extinguishment of all such claims. Plaintiff is not releasing her respective claims or vested rights to any Employee Stock Option Plan ("ESOP") or similar plan as a result of employment

with Defendant."

5. The Parties agree Paragraph F.1 of the Agreement regarding "Tax Liability" shall be deleted and replaced in its entirety with the following language:

"Tax Liability. Defendant and Defense Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff is not relying on any statement, representation, or calculation by Defendant or Defense Counsel in this regard. Plaintiff understands and agrees that she will be solely responsible for the payment of any and all taxes and penalties assessed on her respective payments described herein and will defend, indemnify, and hold Defendant and Defense Counsel free and harmless from and against any claims resulting from treatment of such payments as non-taxable penalties/damages."

6. All other terms and exhibits of the Agreement that are not expressly superseded by the Amendment, remain in full force and effect.

DATE: 3/17/2026

Signed by:
7964BEA053EC420...

By: ______________________
Plaintiff Elizabeth Borie

DATE: Mar 17, 2026

GORJANA & GRIFFIN, INC.
(now known as Gorjana & Griffin, LLC)

By: ______________________
Haylee Newton
Chief People Officer

with Defendant."

5. The Parties agree Paragraph F.1 of the Agreement regarding "Tax Liability" shall be deleted and replaced in its entirety with the following language:

> "Tax Liability. Defendant and Defense Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff is not relying on any statement, representation, or calculation by Defendant or Defense Counsel in this regard. Plaintiff understands and agrees that she will be solely responsible for the payment of any and all taxes and penalties assessed on her respective payments described herein and will defend, indemnify, and hold Defendant and Defense Counsel free and harmless from and against any claims resulting from treatment of such payments as non-taxable penalties/damages."

6. All other terms and exhibits of the Agreement that are not expressly superseded by the Amendment, remain in full force and effect.

DATE:

By: ______________________________
Plaintiff Elizabeth Borie

GORJANA & GRIFFIN, INC.
(now known as Gorjana & Griffin, LLC)

DATE: **Mar 17, 2026**

By: ______________________________
Haylee Newton
Chief People Officer

APPROVED AS TO FORM ONLY:

DATE: 3/17/26

THE WHEELER LAW FIRM, APC

Scott Ernest Wheeler
Justin A. Wheeler

Attorneys for Plaintiff and the other Aggrieved Employees

DATE: March 17, 2026

JACKSON LEWIS P.C.

Jared L. Bryan
Kathy A. Le
Cindy Pham

Attorney for Defendant
Gorjana & Griffin, Inc.
(now known as Gorjana & Griffin, LLC)

EXHIBIT 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER

ELIZABETH BORIE, individually, and on behalf of all other aggrieved employees, Plaintiff, v. GORJANA & GRIFFIN, INC., a California corporation; and DOES 1 through 50, inclusive, Defendants.	Case No.: 30-2024-01406001-CU-OE-CXC [*Assigned for all purposes to the Hon. William Claster, Dept. CX101*] **STIPULATION FOR SETTLEMENT AND RELEASE UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE § 2698, ET SEQ.** Action Filed: June 11, 2024 Trial Date: None Set

This Stipulation for Settlement and Release ("Agreement" or "Settlement") under the Private Attorneys General Act, California Labor Code section 2698 et seq. ("PAGA"), is made by and between Elizabeth Borie ("Plaintiff"), individually and as representative on behalf of allegedly Aggrieved Employees as further defined herein and the State of California, and Gorjana & Griffin, Inc., now known as Gorjana & Griffin, LLC, ("Defendant"). Plaintiff and Defendant are collectively referred to herein as the "Parties" and may be individually referred to as a "Party."

A. FACTUAL BACKGROUND

1. This Settlement is made and entered into by and between Plaintiff and Defendant, and is subject to the terms and conditions hereof, and to the Court's approval. The Parties expressly acknowledge that this Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. Defendant denies that it is liable to Plaintiff or the Aggrieved Employees and denies it has violated any law.

2. On March 22, 2024, Plaintiff filed a notice with the Labor & Workforce Development Agency ("LWDA") alleging that Defendant violated Labor Code Sections 201, 202, 203, 204, 226, 226.7, 246, 248.1, 248.2, 248.6, 248.7, 432, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 1198.5, 2802, 2810.5, 2698, 2699, IWC Wage Orders 4-2001 and 7-2001, Sections 3, 4, 7, 11, 12 ("PAGA Notice").

3. On June 11, 2024, Plaintiff filed her PAGA Complaint in Orange County Superior Court, Case No: 30-2024-01406001-CU-OE-CXC (hereinafter the "Action"), seeking civil penalties only, predicated on Defendant's alleged failure to provide meal and rest periods, failure to pay minimum and overtime wages, failure to timely pay wages, failure to pay all wages due to discharged and quitting employees, failure to provide accurate itemized wage statements, failure to maintain required records, and failure to reimburse employees for necessary expenditures incurred in the discharge of duties.

4. Defendant filed an Answer denying all allegations in the Action and all claims of any wrongdoing whatsoever by Defendant or any of its parents, subsidiaries, affiliates, divisions, agents, servants, or employees for any claims.

5. The Parties attended mediation on September 11, 2025, with the highly experienced mediator Steven Serratore, Esq. The Parties reached this Settlement of the Action based upon a "Mediator's Proposal" subject to Court approval.

6. The Parties recognize the risk, expense, and delay in continuing the Action, and therefore believe the Settlement to be fair, reasonable, and adequate. Accordingly, the Parties desire to settle, compromise, and discharge all disputes and claims arising from or relating to the Action.

B. DEFINITIONS

1. "Action" means *Elizabeth Borie v. Gorjana & Griffin, Inc.*, filed on June 11, 2024, in the Superior Court of California, County of Orange, Case Number: 30-2024-01406001-CU-OE-CXC.

2. "Aggrieved Employee(s)" or "Covered Employee(s)" means all non-exempt, hourly current and former employees who worked for Defendant in the State of California at any time from April 7, 2023, through November 10, 2025.

3. "Agreement" or "Settlement" means this Stipulation for Settlement and Release.

4. "Plaintiff's Counsel" means Scott Ernest Wheeler and Justin A. Wheeler of The Wheeler Law Firm, APC.

5. "Court" means Superior Court of the State of California, for the County of Orange.

6. "Defendant" means Gorjana & Griffin, Inc. (now known as Gorjana & Griffin, LLC).

7. "Effective Date" means the date by when all of the following have occurred: (a) the Agreement has been executed by all Parties, Plaintiff's Counsel and Defendant's counsel; (b) the Court enters a Judgment on its Order approving the Settlement; (c) the Judgment is final; and (d) sixty-five (65) calendar days have passed since the Court has entered a final order and Judgment approving the Agreement. Provided that there are no interveners, the Judgment is final as of the day the Court enters Judgment. If there are interveners and they object or otherwise delay enforcement of the Agreement, the Judgment is final as of the deadline to appeal the

Judgment has passed.

8. "Enhancement Payment" means the amount that the Court authorizes to be paid to the named Plaintiff in recognition of her efforts and risks in assisting with the prosecution of the Action. Subject to the Court granting approval of the Settlement, the Parties agree that the named Plaintiff shall be paid up to Five Thousand Dollars and Zero Cents ($5,000.00). The Enhancement Payment will be paid from the Gross Settlement Amount. It is understood by Plaintiff that the Court has final discretion as to the approval and payment of any Enhancement Payment.

9. "Gross Settlement Amount" means the gross amount of Four Hundred Thousand Dollars and Zero Cents ($400,000.00) to be paid by Defendant as provided by this Agreement to fully and finally settle, resolve, and conclude this Action as to Released Parties, as providing under this Agreement, without any admission of fault or liability. The Gross Settlement Amount includes all Individual Settlement Payments to Aggrieved Employees, payment to the LWDA, Settlement Administration Costs, Attorneys' Fees and Costs, and the Enhancement Payment to Plaintiff.

10. "Individual Settlement Payment" means the amount payable from the Net Settlement Fund to each Aggrieved Employee.

11. "Net Settlement Fund" means the balance of the Gross Settlement Amount remaining after deduction of the court-approved Enhancement Payment to Plaintiff, Attorneys' Fees and Costs, and Settlement Administration Costs.

12. "Operative Complaint" means the operative PAGA Complaint in this Action, filed June 11, 2024.

13. "Order and Judgment" means the Court's Order granting approval of the PAGA Settlement and entering Judgment, in the form substantially similar to that attached to this Agreement as **Exhibit A**.

14. "PAGA Period" means the period of April 7, 2023, through November 10, 2025.

15. "PAGA Released Claims" means all claims, rights, demands, liabilities and causes of action that were, or reasonably could have been, alleged based on the facts and

allegations contained in the March 22, 2024, PAGA Notice and/or Operative Complaint filed in the Action for: (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wages; (5) failure to timely pay wages during employment; (6) failure to pay all wages due to discharged and quitting employees; (7) failure to furnish accurate itemized wage statements; (8) failure to maintain required records; (9) failure to reimburse for necessary expenditures incurred in the discharge of duties ; (10) failure to provide and maintain records relating to sick leave; (11) failure to provide supplemental COVID-19 sick leave; (12) failure to provide notice of wage theft information; (13) failure to provide all documents signed documents or documents obtained for purposes of obtaining employment; and (14) failure to provide employment records. This release shall only include a release for PAGA for penalties only pursuant to California Labor Code Sections 201, 202, 203, 204, 226, 226.7, 246, 248.1, 248.2, 248.6, 248.7, 432, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 1198.5, 2698, 2699, 2802, 2810.5, and IWC Wage Orders Sections 4-2001 and 7-2001, Sections 3, 4, 7, 11, 12, only. This release also includes claims for statutory penalties only that were or could have been sought by the Labor Commissioner for the violations identified in Plaintiff's PAGA Notice dated March 22, 2024, and/or the Operative Complaint. Plaintiff does not release any other aggrieved employee's claim for wages or damages that is not permitted by law.

16. "Parties" means Plaintiff and Defendant, together.

17. "Plaintiff" means Elizabeth Borie.

18. "Released Parties" means Defendant and each of its former and present directors, officers, shareholders, managers, owners, members, employees, agents, principals, spouses, heirs, representatives, accountants, auditors, attorneys, insurers, consultants, predecessors, successors, assigns, parents, subsidiaries, and affiliates.

19. "Settlement Administration Costs" means the fees and expenses reasonably incurred by the Settlement Administrator as a result of the procedures and processes expressly required for completion of the Settlement and by this Agreement, including posting information regarding this Settlement on a website, which are estimated at $5,850. Any portion of the Settlement Administration Costs not used or approved by the Court shall be added to the Net

Settlement Fund.

20. "Settlement Administrator" means ILYM Group, Inc.

C. PAYMENT OF CONSIDERATION

1. Settlement Consideration. Defendant shall pay the Gross Settlement Amount as specified in this Agreement, which shall be used to pay: (1) Attorneys' Fees and Costs; (2) Enhancement Payment; (3) Settlement Administration Costs; (4) payment to the LWDA; and (5) Individual Settlement Payments to the Aggrieved Employees. The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendant. Payment shall be made to the Settlement Administrator for disbursement in accordance with this Agreement and the Order and Judgment approving the PAGA Settlement. Except as set forth in paragraph D.6.a, *infra*, under no circumstances shall Defendant be responsible under this Settlement for payment of more than the Gross Settlement Amount.

2. Pay Periods. The Gross Settlement Amount was calculated with, and is premised on, Aggrieved Employees working 9,200 compensable pay periods in California during the PAGA Period ("Affected Pay Periods").

3. Funding of the Gross Settlement Amount. In exchange for the releases, obligations, and promises set forth in this Agreement (and subject to the terms and conditions contained in this Agreement), no later than five (5) business days after the Effective Date and receipt by Defendant of wire or payment instructions and a completed Form W-9 from the Settlement Administrator, Defendant shall fully fund the Gross Settlement Amount by transmitting the Gross Settlement Amount to the Settlement Administrator by wire or as otherwise instructed by the Settlement Administrator. Any interest that is earned on the Gross Settlement Amount shall be allocated to the Net Settlement Fund. The Parties agree to cooperate with the Settlement Administrator and one another to the extent reasonably necessary to carry out the provisions of this Section.

4. Allocation of the Net Settlement Fund. The Net Settlement Fund shall be used to satisfy Individual Settlement Payments to Aggrieved Employees and payment to the LWDA in accordance with the terms of this Agreement. The Net Settlement Fund is the maximum amount

that will be available for distribution to the LWDA and Aggrieved Employees in full satisfaction of all PAGA Released Claims. Pursuant to PAGA, seventy-five percent (75%) of the Net Settlement Fund will be paid to the LWDA, and the remaining twenty-five percent (25%), will be paid to all Aggrieved Employees ("Net PAGA Payment").

5. Calculation of Individual Settlement Payment. The Settlement Administrator shall calculate the Individual Settlement Payments by dividing the Net PAGA Payment by the total number of Affected Pay Periods. That value will then be multiplied by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. Aggrieved Employees are entitled to 100% of the Net PAGA Payment.

6. Tax Treatment of Individual Settlement Payment. All Individual Settlement Payments shall be allocated 100% as penalties. The amount of payments shall be reported on an IRS Form 1099 (to the extent required by law) by the Settlement Administrator and shall not be subject to local, state or federal tax withholdings.

7. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Covered Employee may be entitled under any benefit plans.

8. Enhancement Payment. Defendant agrees not to oppose or impede any application or motion by Plaintiff for an Enhancement Payment of up to Five Thousand Dollars and Zero Cents ($5,000) to the named Plaintiff. The Enhancement Payment shall be paid from the Gross Settlement Amount, and shall be paid in addition to Plaintiff's Individual Settlement Payment as an Aggrieved Employee. It is understood by Plaintiff that the Court has final discretion in any Enhancement Payment. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff reflecting the Enhancement Payment. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on her Enhancement Payment and shall hold

harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the Enhancement Payment. Any portion of the Enhancement Payment not awarded to Plaintiff shall be added to the Net Settlement Fund and shall be distributed to Aggrieved Employees as provided in this Agreement.

8. Attorneys' Fees and Costs. In full satisfaction of all claims Plaintiff may have for attorneys' fees, litigation costs, and expenses arising out of the Action, Defendant agrees that Plaintiff's Counsel may apply to the Court for an amount of reasonable attorneys' fees not to exceed One-Hundred and Thirty-Three Thousand, Three Hundred and Thirty-Three Dollars and Zero Cents ($133,333.33) and will request actual costs, up to a maximum of Twenty Thousand Dollars and Zero Cents ($20,000) ("Attorneys' Fees and Costs"), pursuant to PAGA, which provides for the recovery of attorneys' fees and costs, which shall be paid from the Gross Settlement Amount. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff's Counsel reflecting the awarded attorneys' fees, costs, and expenses. The Parties understand that the Court makes the final determination on the award of Attorneys' Fees and Costs, and that any portion of these amounts not awarded as Attorneys' Fees and Costs shall be added to the Net Settlement Fund and distributed to Aggrieved Employees and LWDA as provided in this Agreement.

9. Settlement Administration Costs. The Settlement Administrator shall be paid for the reasonable costs of administration of the Settlement from the Gross Settlement Amount, currently estimated at $5,850.00. These costs, which shall be paid from the Gross Settlement Amount, shall include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuance of Form 1099 IRS forms, and providing necessary reports and declarations. Any portion of the Settlement Administration Costs not allowed shall be added to the Net Settlement Fund and shall be distributed to Aggrieved Employees and the LWDA as provided in this Agreement.

D. ADMINISTRATION OF SETTLEMENT

1. Approval of PAGA Settlement. Plaintiff's Counsel shall request the entry of an order and judgment granting approval of the Settlement pursuant to the terms of this Stipulation

for Settlement and Release, which shall include findings and orders: (i) approving the Settlement, (ii) adjudging the terms to be fair, reasonable, and adequate and binding on the State of California, (iii) reciting the release terms, (iv) directing that the Settlement's terms and provisions be carried out; (v) entering final judgment in accordance with this Agreement and without further fees or costs to any party except as expressly set forth in this Agreement; and (vi) retaining jurisdiction to oversee administration and enforcement of the terms of this Agreement and the Court's orders. Plaintiff's motion shall be unopposed by Defendant, unless Plaintiff's approval motion seeks relief inconsistent with or not specified by this Agreement. In such event, Defendant reserves the right to address any assertions that are not consistent with this Agreement.

2. Settlement Administration. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the Settlement. The Settlement Administrator shall provide the following services:

a. Calculate the Individual Settlement Payment to be paid to each Covered Employee in accordance with the terms and provisions of this Agreement;

b. Print and issue Individual Settlement Payment checks;

c. Verify the last known address for each Covered Employee through a generally utilized, national address update database prior to mailing the Individual Settlement Payment check;

d. Disburse any awards of costs and attorneys' fees;

e. Prepare and issue 1099 Forms;

f. Post the Plaintiff's PAGA Notice, Operative Complaint, Notice Packet to the Aggrieved Employees and Final Order and Judgment on its website for One-hundred and Twenty days (120) days; and

g. Perform such other tasks necessary to effectuate the terms of this Agreement or as the Parties mutually agree or the Court orders the Parties to perform.

3. Delivery of the Covered Employee List and Data. Within thirty (30) calendar days

of the Court order approving this Settlement, Defendant shall provide the Settlement Administrator with a Microsoft Office Excel spreadsheet that includes each Aggrieved Employee's: full name; last known mailing address; last known telephone number; social security number; and the total number of applicable Pay Periods worked by the employee during the PAGA Period. All information provided by Defendant to the Settlement Administrator shall remain confidential and will not be disclosed to any person except as reasonably necessary for the Settlement Administrator to carry out its duties, or pursuant to Defendant's express written authorization or by order of the Court in the Action.

4. Timing of Distribution. Within fourteen (14) calendar days after the payment of the entire Gross Settlement Amount, the Settlement Administrator shall initiate payments to: (a) Aggrieved Employees; (b) the LWDA; (c) Plaintiff; and (d) Plaintiff's Counsel. The Settlement Administrator will issue the appropriate tax forms for all payments issued under this Settlement.

5. Mailing of Individual Settlement Payments to Aggrieved Employees:

a. When making payments to the Aggrieved Employees as provided for in this Agreement, the Settlement Administrator will mail to each Aggrieved Employee, via first-class United States Mail, the following: (a) the PAGA Settlement Notice in English and Spanish, attached as **Exhibit B**; and (b) the Individual PAGA Payment (collectively, the "PAGA Packet").

b. Prior to mailing, the Settlement Administrator will update all addresses using the National Change of Address System (NCOA). In the event that a PAGA Packet is returned to the Settlement Administrator with a forwarding address, the Settlement Administrator will re-send the PAGA Packet to the forwarding address identified. If no forwarding address is provided, then the Settlement Administrator will promptly conduct a "standard search," sometimes called, "Skip Trace" or "Credit Header" searches, to locate a better address. If a better address is found, the Settlement Administrator will promptly re-send the PAGA Packet. If a better address is not found or the PAGA Packet is ultimately returned without a forwarding address, neither the Settlement Administrator, Defendant, Defense Counsel, Plaintiff's Counsel or named Plaintiff shall be required to take further action.

c. Aggrieved Employees shall have 180 calendar days after the date the

PAGA Packet is mailed to them to cash their settlement payment checks. If any Covered Employee's check is not cashed within that period, the settlement payment check will be voided and a stop-payment will be issued. Neither Defendant, Defendant's counsel, Plaintiff, nor Plaintiff's Counsel will have any liability for lost or stolen settlement payment checks, forged signatures on settlement payment checks, unauthorized negotiation of settlement payment checks or failure to timely cash a settlement payment check within the 180-day period.

d. Any unpaid cash residue or unclaimed Covered Employee funds, plus any accrued interest that has not otherwise been distributed pursuant to order of the Court, shall be delivered to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

6. Additional PAGA Pay Periods.

a. It is currently estimated that Aggrieved Employees worked 9,200 PAGA Pay Periods through November 10, 2025. Plaintiff will provide Defendant within ten (10) days' notice of his intent to file a Motion for Approval of the PAGA Settlement or Stipulation and Order Requesting Approval of the PAGA Settlement. In the event the actual number of PAGA Period pay periods worked by the Aggrieved Employees is more than ten percent (10%) greater than the estimated amount at mediation (i.e., 10,121 or more pay periods), the Gross Settlement Amount will be increased on a pro rata basis according to the number of additional PAGA Pay Periods worked by all Aggrieved Employees in excess of ten percent (10%) (i.e., if the total number of pay periods in the PAGA Period was actually eleven percent (11%) more than 9,200, the Gross Settlement Amount will increase by one percent (1%)).

7. Notice to LWDA.

a. Plaintiff's Counsel shall be responsible for submitting the final executed Agreement and moving papers in support of Court approval to the LWDA upon filing with the Court pursuant to Labor Code section 2699, but in no event less than three (3) days after this Stipulation for Settlement and Release, and the motion thereon is filed. (Plaintiff represents that she has submitted a file-stamped copy of the Operative Complaint to the LWDA pursuant to Labor Code section 2699(*l*)(1).

b. Plaintiff shall further be responsible for submitting a copy of any order or judgment providing for or denying an award of civil penalties under PAGA, including any order and judgment approving this Settlement, to the LWDA within ten (10) days after entry of the judgment or order pursuant to Labor Code section 2699.

E. RELEASE OF CLAIMS

1. Release of Claims by Plaintiff on behalf of the State of California. Upon the payment of the Gross Settlement Amount by Defendant, Plaintiff, on behalf of the State of California, hereby does and shall be deemed to have fully and finally released and discharged the Released Parties from all PAGA Released Claims for statutory and civil penalties that could have been sought during the PAGA Period, arising out of the PAGA claims asserted in the Operative Complaint and PAGA Notice. Plaintiff does not release any other Aggrieved Employee's claim for wages or damages.

2. No Right to Opt-Out. The Parties agree there is no statutory right for any Covered Employee to opt out or otherwise exclude himself or herself from the Settlement.

3. General Release and Waiver of Claims by Plaintiff. Plaintiff (on behalf of herself and her spouse, heirs, executors, administrators, trustees, and/or permitted assigns) also agrees to a general release of any and all claims against the Released Parties—which shall include without limitation any and all claims which in any way relate to her employment with Defendant or cessation thereof, under State or Federal law, in tort, common law, statute, contract, or equity, whether pled in the Operative Complaint or not, including but not limited to any claims under the FLSA, Title VII, ADA, FEHA, ADEA, PAGA, California Labor Code, or any Industrial Welfare Commission Wage Order—now existing or arising in the future, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date of execution hereof.

4. Waiver of Civil Code section 1542. Plaintiff (including expressly the Aggrieved Employees with respect to the PAGA Released Claims only) expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides: "**A general release does not extend to claims that the**

creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." Notwithstanding the provisions of section 1542, and for the purpose of implementing a full and complete release and discharge of all of the claims released herein, Plaintiff (including the Aggrieved Employees with respect to the PAGA Released Claims only) expressly acknowledges that this Settlement is intended to include in its effect, without limitation, all claims released herein which Plaintiff does not know or suspects to exist in her favor at the time of execution hereof, and that the Settlement contemplates the extinguishment of all such claims. Neither Plaintiff nor the Aggrieved Employees are releasing their respective claims or vested rights to any Employee Stock Option Plan ("ESOP") or similar plan as a result of employment with Defendant.

5. No Additional Attorneys' Fees or Costs. The Parties agree to bear their own attorneys' fees and costs related to this Action except as specifically provided in this Agreement.

F. MISCELLANEOUS

1. Tax Liability. Defendant, Defense Counsel, the Settlement Administrator, and Plaintiff's Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Aggrieved Employees are not relying on any statement, representation, or calculation by Defendant, Defense Counsel, Plaintiff's Counsel, or by the Settlement Administrator in this regard. Plaintiff and Aggrieved Employees understand and agree that they will be solely responsible for the payment of any and all taxes and penalties assessed on their respective payments described herein and will defend, indemnify, and hold Defendant, Defense Counsel, Plaintiff's Counsel and the Settlement Administrator free and harmless from and against any claims resulting from treatment of such payments as non-taxable penalties/damages.

2. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS

AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

3. Confidentiality. Plaintiff represents and agrees that she has not and will not disclose or publish the existence of this Agreement through the news media, social media, websites, litigation reporting service or through any other means, except as reasonably necessary to obtain Court approval and administer the terms of the Settlement, or to enforce this Agreement. Plaintiff's counsel can use the existence of this matter and the Settlement for adequacy of counsel declarations in future actions.

4. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported

to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged. None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Plaintiff's Counsel, or Defense Counsel without the express written consent of each Party. Plaintiff expressly warrants that Plaintiff has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

5. Nullification of Settlement Agreement. In the event that the Court does not approve the Settlement as provided herein, the Parties agree to meet and confer to address any concerns the Court raises and determine whether resolution of the claims encompassed by the Settlement can be obtained in a manner consistent with the Court's concerns. The Parties agree to return to mediator Steven Serratore, Esq. to assist in that process. If the Court does not grant approval of the Settlement, and the Parties are not able to address any concerns the Court raises after meeting and conferring, then the Settlement will be null and void and the Parties will be returned to their original respective positions. However, a modification of amounts awarded to named Plaintiff as an Enhancement Payment or to Plaintiff's counsel as attorneys' fees and litigation costs and expenses shall not be deemed a material modification of the Settlement.

6. Continued Jurisdiction. Upon entry of judgment, the Court shall have continuing jurisdiction over the Settlement pursuant to Code of Civil Procedure §664.6 and California Rules of Court, Rule 3.769.

7. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

8. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties.

9. Cooperation. The Parties agree to cooperate jointly and 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 required to effectuate the terms of this Agreement.

The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.

10. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto.

11. California Law Governs. All terms of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California.

12. Execution and Counterparts. This Agreement is subject only to the execution of all Parties. However, the Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

13. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations. The Parties further acknowledge that they are each represented by competent counsel of their choosing and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

14. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable. If any immaterial provision of this Agreement is or becomes invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions contained herein shall not be affected. Notwithstanding the foregoing, the releases contained herein shall not be deemed severed or deleted from this Agreement except upon waiver in writing by Defendant.

15. Captions. The captions and section numbers in this Agreement are inserted for the

reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

16. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

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

18. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

19. Representation by Counsel. The Parties acknowledge that they have been represented by counsel of their choosing throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel, and reviewed in full.

20. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

21. Denial of Liability. The Parties expressly recognize that the making of this Agreement does not in any way constitute an admission or concession of wrongdoing on the part

of Defendant. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith, including, without limitation, by Defendant should any party seek relief against any of the Released Parties on any claims released herein.

22. Discovery of Documents and Information. Plaintiff and Plaintiff's Counsel agree that they will destroy all documents and information provided to them by Defendant during this Action within sixty (60) calendar days after the completion of the administration of the Settlement. Plaintiff's Counsel agree that none of the documents and information provided to them by Defendant shall be used for any purpose other than Settlement of the Action.

IN WITNESS WHEREOF, the undersigned Parties and their duly authorized representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

DATE: 1/26/2026

Signed by:

7964BEA053EC420...

By: ______________________
Plaintiff Elizabeth Borie

GORJANA & GRIFFIN, INC. (now known as Gorjana & Griffin, LLC)

DATE: January 23, 2026

By: ______________________
Haylee Newton
Chief People Officer

APPROVED AS TO FORM ONLY:

DATE: January 26, 2026

THE WHEELER LAW FIRM, APC

Scott Ernest Wheeler
Justin A. Wheeler

Attorneys for Plaintiff and the other Aggrieved Employees

DATE: January 23, 2026

JACKSON LEWIS P.C.

Jared L. Bryan
Kathy A. Le
Cindy Pham

Attorney for Defendant
Gorjana & Griffin, Inc. (now known as Gorjana & Griffin, LLC)

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER

ELIZABETH BORIE, individually, and on behalf of all other aggrieved employees, Plaintiff, v. GORJANA & GRIFFIN, INC., a California corporation; and DOES 1 through 50, inclusive, Defendants.	CASE NO.: 30-2024-01406001-CU-OE-CXC [*Assigned for all purposes to the Hon. William Claster, Dept. CX101*] [California Labor Code § 2698 et seq.] **[PROPOSED] ORDER AND JUDGMENT APPROVING PAGA SETTLEMENT, ATTORNEY'S FEES AND COSTS AND SERVICE AWARD**

[PROPOSED] FINAL ORDER AND JUDGMENT

Plaintiff Elizabeth Borie's unopposed Motion for Approval of the Private Attorneys General ("PAGA") Settlement came on for hearing on February 27, 2026, at 9:00 a.m. before the Honorable William Claster, Department CX101 of the above-entitled Court. The Court has considered the proposed PAGA Settlement Agreement, and all evidence filed in support thereof. This Order and Judgment incorporates the following defined terms.

DEFINED TERMS

1. "Operative Complaint" means Plaintiff's PAGA Complaint filed by Plaintiff in this action (the "Action") on June 11, 2024. (ROA 2)

2. "LWDA Notices" means the March 22, 2024 and January 21, 2026, letters submitted by Plaintiff to the Labor and Workforce Development Agency (LWDA) notifying the LWDA of alleged California Labor Code violations by Defendant, Gorjana & Griffin, Inc. (now known as Gorjana & Griffin, LLC) ("Defendant").

3. "Aggrieved Employee(s)" means all non-exempt, hourly employees who worked for Defendant in the State of California at any time from April 7, 2023, through November 10, 2025.

4. "PAGA Claims" means all claims, rights, demands, liabilities, and causes of action that were or reasonably could have been alleged, based the facts and allegations contained in the Operative Complaint and the PAGA notice dated March 22, 2024, based upon the following violations of the Labor Code: (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wages; (5) failure to timely pay wages during employment; (6) failure to pay all wages due to discharged and quitting employees; (7) failure to furnish accurate itemized wage statements; (8) failure to maintain required records; (9) failure to reimburse for necessary expenditures incurred in the discharge of duties ; (10) failure to provide and maintain records relating to sick leave; (11) failure to provide supplemental COVID-19 sick leave; (12) failure to provide notice of wage theft information; (13) failure to provide all documents signed documents or documents obtained for purposes of obtaining employment; and (14) failure to provide employment records.

5. "PAGA Settlement" or "Settlement" means the settlement of the Action as memorialized in the Settlement Agreement.

6. "PAGA Period" means April 7, 2023, through November 10, 2025.

TERMS OF THE ORDER AND JUDGMENT

The Court has determined that the Settlement provides genuine and meaningful relief that benefits the public, is fair, adequate, reasonable, and otherwise being fully informed and good cause appearing therefor, it is hereby **ORDERED, ADJUDGED, AND DECREED AS FOLLOWS**:

1. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement and Release ("Settlement Agreement"). The Court has jurisdiction over the subject matter of this lawsuit and all matters relating thereto, and over all parties to the action.

2. The Court finds that the Settlement has been reached as a result of serious and non-collusive, arm's-length negotiations. The Court has considered the nature of the claims, the procedural history of this case, the amounts to be paid under the Settlement, the involvement of an experienced private mediator to facilitate the Settlement, the risks of continued litigation that Plaintiff would face, the civil penalties recoverable if Plaintiff was to prevail at trial on her theories of liability under her PAGA claim, the allocation of settlement proceeds among the Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial.

3. The Court hereby finds the Settlement involves the resolution of a bona fide dispute, was entered into in good faith, and is fair, reasonable, and adequate. The Court also finds that the Settlement provides genuine and meaningful relief that benefits the public consistent with the purpose of the Private Attorneys General Act of 2004, California Labor Code § 2699 *et seq.*

4. The Court therefore approves the Settlement as set forth in the Settlement Agreement and directs the Parties to effectuate the Settlement according to the terms set forth in the Settlement Agreement.

5. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are admissions by Defendant, or any of the other Released Parties, of liability on any of the allegations alleged in the Action or otherwise, nor is this Order a finding of the validity of any claims in the Action, or of any wrongdoing by the Defendant, or any of the other Released Parties.

6. The Court finds that Plaintiff's Counsel has adequately represented the Plaintiff, the Aggrieved Employees, and the LWDA for purposes of entering into and implementing the

Settlement.

7. The Court finds that the Settlement, and in particular the Gross Settlement Amount ("GSA") of $400,000 total to be distributed as set forth herein and in the Settlement Agreement, is in all respects fair, reasonable, and adequate and is hereby approved. *See* California Labor Code § 2699(l)(2).

8. Pursuant to the terms of the Settlement, Administration Costs in the amount of $4,000 which are necessary to administer the Settlement, are hereby granted and shall be paid to ILYM Group, Inc., the designated third-party Settlement Administrator.

9. Pursuant to the terms of the Settlement, the requested attorneys' fees in the amount of $133,333.33 are reasonable under the common fund method and the lodestar method. The GSA of a total of $400,000 represents a true and common fund, as Defendant must pay the full GSA and no amount of the GSA will return to Defendant under any circumstances

10. The Court also finds that the requested attorneys' fees are reasonable under the lodestar method, or as a crosscheck on the percentage fee. Plaintiff's counsel's lodestar exceeds the attorneys' fees amount of $133,333.33. In fact, the fee award amounts to an implied negative multiplier on Plaintiff's counsel's lodestar.

11. The Court further finds that Plaintiff's counsel's requested litigation costs of $20,000 are reasonable and were necessary to prosecute the action.

12. Accordingly, and consistent with California Labor Code § 2699(g)(1), which authorizes an award of attorneys' fees and costs, the requested attorneys' fees in the amount of $133,333.33 and litigation costs in the amount of $20,000 are hereby granted and shall be paid to The Wheeler Law Firm, APC pursuant to the terms of the Settlement.

13. Pursuant to the terms of the Settlement, a enhancement award to Plaintiff Elizabeth Borie in the amount of $5,000.00 in recognition of her efforts in prosecuting this Action for the benefit of the State of California and Aggrieved Employees, and Plaintiff's broad general release of all of her individual claims against Defendant, is hereby granted and shall be paid to Plaintiff Elizabeth Borie.

14. After deducting Settlement Administration Costs, Attorneys' Fees and Costs, and the Service Awards from the GSA, the remainder of $237,666.67, consistent with California Labor Code § 2699(i), shall be allocated seventy-five percent (75%) to the LWDA and twenty-five

percent (25%) to Aggrieved Employees. Accordingly, $178,250 shall be paid to the LWDA, and $59,416.67 shall be paid to Aggrieved Employees. The payments to the Aggrieved Employees will be paid proportionally based on the number of pay periods that each individual employee worked for Defendant during the PAGA Period.

15. As of the Effective Date, Plaintiff, as the representative for the State of California, and on behalf of all Aggrieved Employees, will forever completely release and discharge the Released Parties from any claim for the recovery of civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, *et. seq.* only. It is expressly understood and agreed that this settlement includes a release of all PAGA Representative Claims based on violations of California Labor Code, including, without limitation, for: (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wages; (5) failure to timely pay wages during employment; (6) failure to pay all wages due to discharged and quitting employees; (7) failure to furnish accurate itemized wage statements; (8) failure to maintain required records; (9) failure to reimburse for necessary expenditures incurred in the discharge of duties ; (10) failure to provide and maintain records relating to sick leave; (11) failure to provide supplemental COVID-19 sick leave; (12) failure to provide notice of wage theft information; (13) failure to provide all documents signed documents or documents obtained for purposes of obtaining employment; and (14) failure to provide employment records. This release shall only include a release for PAGA for penalties only pursuant to California Labor Code Sections 201, 202, 203, 204, 226, 226.7, 246, 248.1, 248.2, 248.6, 248.7, 432, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 1198.5, 2698, 2699, 2802, 2810.5, and IWC Wage Orders Sections 4-2001 and 7-2001, Sections 3, 4, 7, 11, 12, only. This release also includes claims for statutory penalties only that were or could have been sought by the Labor Commissioner for the violations identified in Plaintiff's PAGA Notice dated March 22, 2024, and/or the Operative Complaint. Plaintiff does not release any other aggrieved employee's claim for wages or damages that is not permitted by law.

16. Neither this Order nor the Settlement Agreement (nor any other document referred to herein, nor any action taken to carry out this Order) is, may be construed as, or may be used as, an admission or concession by or against Defendant or the Released Parties of the validity of any claim or actual or potential fault, wrongdoing, or liability. Entering into or carrying out the Settlement Agreement, and any negotiations or proceedings related to it, shall not be considered

as, or deemed evidence of, an admission or concession as to Defendant's denials or defenses and shall not be offered or received in evidence in any action or proceeding against any party hereto in any court, administrative agency or other tribunal for any purpose whatsoever, except as evidence of the Settlement or to enforce the provisions of this Order and the Settlement Agreement; provided, however, that this Order and the Settlement Agreement may be filed in any action against or by Defendant's or the Released Parties to support a defense of res judicata, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion or similar defense or counterclaim.

17. Judgment in this matter is entered in accordance with the terms of the Settlement Agreement and Approval Order. This judgment is intended to be a final disposition of the above captioned action in its entirety and is intended to be immediately appealable.

18. All envelopes transmitting settlement distribution to Aggrieved Employees shall bear the notation, "**YOUR PAGA SETTLEMENT CHECK IS ENCLOSED.**"

19. As set forth in the Settlement Agreement, all settlement checks shall be negotiable for One Hundred and Eighty (180) days from the date of mailing.

20. ILYM Group, Inc. shall post the Operative Complaint, Notice Packet, and Final Order and Judgment on its website for One-Hundred and Twenty (120) Days.

21. ILYM Group, Inc. shall mail a reminder postcard to any Aggrieved Employee whose settlement distribution check has not been negotiated within sixty (60) days after the date of mailing.

22. If any Aggrieved Employee who is a current employee of Defendant and the distribution mailed to that Aggrieved Employee is returned to ILYM Group, Inc. as being undeliverable, and ILYM Group, Inc. is unable to locate a valid mailing address, ILYM Group, Inc. shall arrange with Defendant to have distribution delivered to any currently employed Aggrieved Employee at their place of employment.

23. If a settlement check is not cashed, deposited, or otherwise negotiated within the one hundred and eighty (180) day deadline by an Aggrieved Employee, the check will be voided, and the funds associated with any such voided checks shall be remitted in the name of the Aggrieved Employee to the State of California Controller's Unclaimed Property division.

24. Upon the Effective Date, Plaintiff and the State of California, shall have, by

operation of this Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendant from all PAGA Released Claims as defined by the terms of the Settlement Agreement.

25. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the Settlement, to enforce the terms of the judgment, and any and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the Settlement and the determination of all controversies relating thereto.

26. Counsel for Plaintiff shall file a Notice of Entry of Order and Judgment Granting Approval of the Settlement pursuant to PAGA, and provide the same to ILYM Group, Inc., who shall post the Order and Judgment on its website within seven (7) calendar days after entry of the Order and Judgment. ILYM Group, Inc. shall post a copy of this signed judgment for one hundred and eighty (180) calendar days on its website in compliance with Rule 3.771(b) of the California Rules of Court in order to provide notice to the Aggrieved Employees this Order and Judgment. ILYM Group, Inc. shall also provide a mailed copy of the Notice of Entry of Order and Judgment to the Aggrieved Employees.

27. A final accounting status conference regarding the status of settlement administration shall take place on ____________________ at 1:30 p.m., in Department CX-101, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701. The final report from ILYM Group, Inc. Re: Status of Settlement Administration shall be filed at least ten (10) days prior to the hearing. The report from ILYM Group, Inc. shall be in the form of a Declaration from the Settlement Administrator, by a declarant with personal knowledge of the facts, and describes: (i) the date the checks were mailed, (ii) the total number of checks mailed to Aggrieved Employees, (iii) the average amount of those checks, (iv) the number of checks that remain uncashed, (v) the total value of those uncashed checks, (vi) the average amount of the uncashed checks, and (vii) the nature and date of the disposition of those unclaimed funds.

28. Plaintiff's Motion for Approval of the Settlement Pursuant to the Private Attorneys General Act ("PAGA") is hereby granted and the Court directs that a judgment shall be entered in accordance with the terms of this Order.

29. Judgment in this matter is entered in accordance with the terms of the Settlement

Agreement against Defendant in favor of Plaintiff, the State of California and Aggrieved Employees.

30. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). This Judgment is intended to be a final disposition of the above captioned action in its entirety and is intended to be immediately appealable.

31. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the Settlement, to enforce the terms of the judgment, and any and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the Settlement and the determination of all controversies relating thereto, pursuant to Code of Civil Procedure, §664.6 and California Rules of Court, Rule 3.769(h).

IT IS SO ORDERED, ADJUDGED AND DECREED.

DATED: ______________________

____
HONORABLE WILLIAM CLASTER
JUDGE OF THE SUPERIOR COURT

EXHIBIT B

EXHIBIT B

<<DATE>>

<<FIRST NAME>> <<LAST NAME>>
<<ADDRESS>>

Elizabeth Borie, on behalf of the State of California v. Gorjana & Griffin, Inc.,
Orange County Superior Court, Case No.: 30-2024-01406001-CU-OE-CXC

Dear <<FIRST NAME>> <<LAST NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Elizabeth Borie, on behalf of the State of California v. Gorjana & Griffin, Inc.*, Orange County Superior Court, Case No.: 30-2024-01406001-CU-OE-CXC (the "Action").

This Notice relates to the settlement of the Action filed by Plaintiff Elizabeth Borie ("Plaintiff") against Defendant Gorjana & Griffin, Inc. ("Defendant"). Plaintiff and Defendant have settled the Action as a representative action under California's Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq*.) ("PAGA") on behalf of the State of California and all persons who are or were employed by Defendant as hourly paid, non-exempt employees in the State of California at any time from April 7, 2023, through November 10, 2025 (the "PAGA Period"). A PAGA action is a lawsuit for civil penalties in which the State of California (the LWDA) receives 75% of any net settlement, and 25% of the net settlement is distributed amongst the employees. You have been identified as one of the individuals on whose behalf the case was brought.

The Plaintiff in the Action claimed that Defendant owed penalties under PAGA for alleged violations of the California Labor Code. More specifically, Plaintiff alleged Defendant violated the California Labor Code and Wage Orders for failure to: (1) pay overtime compensation, (2) pay minimum wages, (3) provide meal periods or pay meal premiums, (4) provide rest periods or pay rest premiums, (5) pay timely wages, (6) pay all wages at the time of separation of employment, (7) provide accurate and complete wage statements, (8) maintain accurate payroll records, (9) maintain records relating to supplemental COVID-19 sick leave; (10) pay supplemental COVID-19 sick pay, (11) reimburse necessary business expenses, (12) provide notice of wage theft pursuant to Labor Code Section 2810.5, (13) provide all documents signed or obtained for purposes of employment, and (14) provide employment records pursuant to Labor Code Sections 226 and 1198.5.

You are not releasing any individual Labor Code violations as a result of this settlement.

The Court has not ruled on the merits of the lawsuit, but it has approved the settlement amount the parties agreed to. The settlement provides for payment by Defendant in the amount of $400,000 ("Gross Settlement Amount"). After deducting the attorneys' fees ($133,333.33), actual litigation costs ($20,000), the service award to Plaintiff ($5,000) and the Settlement Administrator's costs ($4,000) from the Gross Settlement Amount, the remaining balance represents the Net Settlement Fund.

The Court has approved a Net Settlement Fund in the amount of $237,666.67, consistent with California Labor Code § 2699(i), which shall be allocated seventy-five percent (75%) to the LWDA and twenty-five percent (25%) to Aggrieved Employees. Accordingly, $178,250 shall be paid to the LWDA, and $59,416.67 shall be paid to Aggrieved Employees who were allegedly affected by the Labor Code violations at issue in the case. Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties.

You are not a party to this lawsuit, but you and the government will be bound by the judgment in this matter as to civil penalties. As such, you will be giving up or "releasing" Defendant from all PAGA claims predicated on the alleged violation of Labor Code Sections 201, 202, 203, 204, 226, 226.7, 246, 248.1, 248.2, 248.6, 248.7, 432, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 1198.5, 2698, 2699, 2802, 2810.5, and IWC Wage Orders Sections 4-2001 and 7-2001, Sections 3, 4, 7, 11, 12, only, that arose during the period of time from April 7, 2023, through November 10, 2025.

Defendant maintains that it complied with the requirements of the California Labor Code and denies that it owes any penalties. In agreeing to this settlement, Defendant does not admit that it is liable in any way to current or former employees.

If you are a current employee, you will not be retaliated against by Defendant for cashing your check.

If you have questions about this notice, please contact the Settlement Administrator, [[____]] at [administrator phone number], or contact Plaintiff's counsel below:

The Wheeler Law Firm, APC
Scott Ernest Wheeler
Justin A. Wheeler
250 West First Street, Ste 216
Claremont, California 91711
Telephone: (909) 621-4988

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THIS PROCEEDING.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS CASE.