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on behalf of all others similarly situated

(Additional Counsel on Next Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DERICK ANTHONY BUTLER, an individual
and on behalf of all others similarly situated,

Plaintiff,

v.

SEE'S CANDY SHOPS INCORPORATED, a
California Corporation; and DOES 1 through
100, inclusive,

Defendant.

CASE NO.: 24STCV09521

[Assigned to the Hon. Lawrence P. Riff,
Dept. 7]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: April 16, 2024

Trial Date: None Set

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This Class and PAGA Settlement Agreement (“Agreement”) is entered into by and between plaintiff Derick Anthony Butler (“Plaintiff”), on behalf of the Settlement Class and as the PAGA representative, and defendant See’s Candy Shops Incorporated (“Defendant”). Plaintiff and Defendant are referred to collectively as the “Parties” and individually as a “Party.”

1. DEFINITIONS

1.1. “Action” means the lawsuits alleging wage-and-hour violations brought by Plaintiff, captioned *Derick Anthony Butler v. See’s Candy Shops Incorporated*, Case No. 24STCV09521 (Class Action) and *Derick Anthony Butler v. See’s Candy Incorporated*, Case No. 24STCV22143 (PAGA Representative Action), pending in the Superior Court of the State of California, County of Los Angeles.

1.2. “Administrator” means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4. “Aggrieved Employee” means a person employed by Defendant in California and classified as a non-exempt, hourly-paid employee who worked for Defendant during the PAGA Period.

1.5. “Class” means all persons employed by Defendant in California and classified as a non-exempt, hourly-paid employee who worked as call center employees for Defendant during the Class Period. For the avoidance of doubt, this means all call center employees identified in paragraph 4 of the First Amended Complaint.

1.6. “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including

1 their pre-filing investigation, their filing of the Action, all related litigation activities, all
2 Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed
3 in connection with the Action..

4 1.8. “Class Data” means Class Member identifying information in Defendant’s custody,
5 possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3)
6 last known telephone number(s); (4) last known Social Security Number(s); and (5) the number
7 of Workweeks and PAGA Pay Periods, the accuracy of which will be certified in a declaration
8 signed by a member of Defendant’s payroll department provided to the Administrator.

9 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either
10 a Participating Class Member or Non-Participating Class Member (including a Non- Participating
11 Class Member who qualifies as an Aggrieved Employee).

12 1.10. “Class Member Address Search” means the Administrator’s investigation and search for
13 current Class Member mailing addresses using all reasonably available sources, methods and
14 means including, but not limited to, the National Change of Address database, skip traces, and
15 direct contact by the Administrator with Class Members.

16 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION
17 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to
18 Class Members in English in the form, without material variation, attached as Exhibit A and
19 incorporated by reference into this Agreement. Prior to mailing, the Class Notice may be
20 reformatted by the Settlement Administrator, and any such reformatting shall be subject to
21 approval by Class Counsel and counsel for Defendant.

22 1.12. “Class Period” means the period from April 16, 2020 through the earlier of Preliminary
23 Approval or October 31, 2025.

24 1.13. “Class Representative” means Derick Anthony Butler, the named Plaintiff in the
25 operative complaint in the Action seeking Court approval to serve as a Class Representative.

26 1.14. “Class Representative Service Payment” means the payment to the Class Representative
27 for initiating the Action and providing services in support of the Action, and for the general
28 release of all claims by the Plaintiff.

- 1 1.15. “Court” means the Superior Court of California, County of Los Angeles.
- 2 1.16. “Defendant” means See’s Candy Shops Incorporated.
- 3 1.17. “Defense Counsel” means Malcolm A. Heinicke, Katherine M. Forster, Abe Dyk, and
4 Erica Toooh of Munger, Tolles & Olson LLP.
- 5 1.18. “Effective Date” means the later of: (a) the Court enters a Judgment on its Order Granting
6 Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the
7 latest of the following occurrences: (a) the day after the deadline for filing a notice of appeal
8 from the Judgment; or (b) if a timely appeal from the Judgment is filed, the day after the appellate
9 court affirms the Judgment and issues a remittitur.
- 10 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 11 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval
12 of the Settlement.
- 13 1.21. “Gross Settlement Amount” means Six Hundred Ninety-Five Thousand Dollars and Zero
14 Cents (\$695,000.00), which is the total amount Defendant agrees to pay under the Settlement,
15 except as provided in Paragraph 8.1 below with respect to the escalator provision, and excluding
16 any employer payroll taxes owed on the wage portions of the Individual Class Payments. The
17 Gross Settlement Amount includes all of the following: Individual Class Payments, Individual
18 PAGA Payments, the LWDA Payment, the Class Counsel Fees Payment, the Class Counsel
19 Litigation Expenses Payment, , the Class Representative Service Payment, and Administration
20 Expenses Payment.
- 21 1.22. “Individual Class Payment” means the Participating Class Member’s pro rata share of the
22 Net Settlement Amount calculated according to the method described in Paragraph 3.2.4 of this
23 Agreement.
- 24 1.23. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of
25 the PAGA Penalties calculated according to the method described in Paragraph 3.2.5 of this
26 Agreement.
- 27 1.24. “Judgment” means the Final Approval and Judgment entered by the Court.
- 28 1.25. “LWDA” means the California Labor and Workforce Development Agency.

1 1.26. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA
2 under Labor Code section 2699, subd. (i).

3 1.27. “Net Settlement Amount” means the Gross Settlement Amount, less the following
4 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
5 Payment, the Class Representative Service Payment, the Class Counsel Fees Payment, the Class
6 Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The
7 remainder is to be paid to Participating Class Members as Individual Class Payments.

8 1.28. “Non-Participating Class Member” means any Class Member who opts out of the
9 Settlement by sending the Administrator a valid and timely Request for Exclusion.

10 1.29. “PAGA” means the Private Attorneys General Act (Labor Code § 2698, et seq.).

11 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked
12 for Defendant for at least one day during the PAGA Period.

13 1.31. “PAGA Period” means the period from April 16, 2023 through the end of the Class
14 Period.

15 1.32. “PAGA Notice” means plaintiff’s October 11, 2024 letter to Defendant and the LWDA,
16 providing notice pursuant to Labor Code section 2699.3 subd. (a).

17 1.33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the
18 Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$17,500.00) and the 75%
19 to the LWDA (\$52,500.00) in settlement of PAGA claims.

20 1.34. “Participating Class Member” means a Class Member who does not submit a valid and
21 timely Request for Exclusion from the Settlement.

22 1.35. “Plaintiff” means Derick Anthony Butler the named plaintiff in the Action.

23 1.36. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the
24 Settlement.

25 1.37. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval
26 and Approval of PAGA Settlement.

27 1.38. “Released Class Claims” means the claims being released as described in Paragraph 5.2
28 below.

1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 below.

1.40. “Released Parties” means: Defendant and each of its parents and affiliates (including without limitation Berkshire Hathaway, Inc. and See’s Candies, Inc.), subsidiaries, predecessors, successors, divisions, joint ventures, attorneys and assigns, and each of their former and present owners, directors, officers, employees, managers, partners, members, principals, agents, insurers, co-insurers, re-insurers, investors, shareholders, employee benefit plans, employee benefit plan trustees, fiduciaries, and administrators, and personal or legal representatives.

1.41. “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.

1.42. “Response Deadline” means forty-five (45) calendar days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail an Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 calendar days beyond the Response Deadline has expired.

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

1.44. “Workweek” means any week during which a Class Member worked for Defendant for at least one day during the Class Period.

2. RECITALS

2.1. On April 16, 2024, Plaintiff commenced this Action by filing a Class Action complaint against Defendant for failure to pay overtime wages; failure to pay minimum wages; failure to provide meal periods; failure to provide rest periods; waiting time penalties; wage statement violations; failure to pay timely wages; failure to indemnify; violation of Labor Code section 227.3; and unfair competition (“Class Action”).

1 2.2. On April 16, 2024, Plaintiff submitted a PAGA Notice to the LWDA and Defendant
2 stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on behalf of
3 Aggrieved Employees for alleged Labor Code violations (“PAGA Notice”).

4 2.3. On August 29, 2024, Plaintiff commenced a PAGA representative action against
5 Defendant for civil penalties under the PAGA.

6 2.4. On December 4, 2024, the Court issued a Minute Order which designated Plaintiff’s Class
7 Action and Representative Action related pursuant to CRC Rule 3.300.

8 2.5. Thereafter, the Parties agreed to exchange informal discovery and attend mediation of the
9 claims of See’s call center employees.

10 2.6. Prior to mediation Plaintiff obtained, through informal discovery: (a) time and payroll
11 records for a 100% sampling of Class Members through July 18, 2025; (b) a class list of hire
12 dates, termination dates, and rates of pay for all Class Members; (c) wage and hour and other
13 policy and procedure documents; (d) example meal period waivers; (e) a copy of the arbitration
14 agreement entered into by putative class members and the number of employees who signed such
15 agreements and their Workweeks; and (f) all documents in Plaintiff’s personnel file.

16 2.7. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in
17 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
18 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

19 2.8. On September 2, 2025, the Parties participated in a full-day mediation presided over by
20 Monique Ngo-Bonnici, Esq. The mediation concluded with a Mediator’s Proposal that was
21 accepted by the Parties and will result in the resolution of the Class and PAGA claims in the
22 Action.

23 2.9. As part of this Agreement, the Parties agreed to stipulate to leave for Plaintiff to file a
24 First Amended Complaint in the first-filed Class Action that adds the claims alleged in the PAGA
25 Action and defines the class in conformity with this Agreement, and thereafter dismiss the
26 separate PAGA Action without prejudice. The First Amended Complaint in the Class Action is
27 the operative complaint in the Action (the “Operative Complaint”). Defendant denies the
28 allegations in the Operative Complaint, denies any failure to comply with the laws identified in

1 the Operative Complaint, and denies any and all liability for the causes of action alleged.

2 2.10. The Court has not granted class certification.

3 2.11. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any
4 other pending matter or action asserting claims that will be extinguished or affected by the
5 Settlement.

6 2.12. This Agreement represents a compromise and settlement of highly disputed claims. In
7 particular, Defendant denies all of the claims and contentions alleged by Plaintiff. Nonetheless,
8 Defendant has concluded that further conduct of the Action would be protracted and expensive,
9 and that it is desirable that the Action be fully and finally settled in the manner and upon the
10 terms and conditions set forth in this Agreement. Defendant has also taken into account the
11 uncertainty and risks inherent in any litigation, and particularly class and/or representative
12 litigation. Defendant has therefore determined that it is desirable and beneficial that the Action
13 be settled now in the manner and upon the terms and conditions set forth in this Agreement.
14 Nothing in this Agreement is intended or will be construed as an admission by Defendant that
15 the claims in the Action of Plaintiff or the Class have merit or that Defendant bears any liability
16 to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that
17 Defendant's defenses in the Action have merit.

18 2.13. This Agreement is made for the sole purpose of attempting to consummate the Settlement.
19 The Parties enter into this Agreement on the conditional basis that the Court enters the Judgment
20 contemplated by this Agreement. In the event that the Judgment does not become Final for any
21 reason, this Agreement shall be deemed null and void ab initio, it shall be of no force or effect
22 whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and the negotiation,
23 terms, and entry of the Agreement shall remain subject to the provisions of California Evidence
24 Code sections 1119 and 1152, except that the documents filed in support of the motion for
25 preliminary approval and/or final approval shall remain part of the public record.

26 2.14. The Parties agree to certification of the Class for purposes of this Settlement only. If for
27 any reason the settlement is voided or terminated, or does not become Final as set forth in this
28 Agreement, Defendant reserves the right to contest certification of any class for any reason and

reserves all available defenses to the claims in the Action.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided in Paragraph 8.1 below, Defendant shall pay \$695,000.00 as the Gross Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement, and shall separately pay to the Administrator any and all employer payroll taxes owed on the wage portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator shall disburse the entire Gross Settlement Amount without requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount shall revert to Defendant.

3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: A Class Representative Service Payment to Plaintiff of not more than **\$10,000.00**, in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiff is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. Payroll tax withholding and deductions will not be taken from the Representative Service Payment and the Administrator will report the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for any taxes owed on the Class Representative Service Payment. The Class Representative Service Payment shall be the total compensation and consideration for (i) Plaintiff's efforts in the Action; (ii)

his agreement to the release described in Paragraph 5.1 of this Agreement; and his agreement to the confidentiality and non-disparagement provision of the Agreement in Paragraphs 12.2, 12.14, and 12.21.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this Agreement, is currently estimated to be \$243,250.00 and a Class Counsel Litigation Expenses Payment of not more than \$30,000.00. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. Payroll tax withholding and deductions, if any, will not be taken from the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and the Administrator will report the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS Forms 1099. Class Counsel assume full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Defendant for such work unless, Defendant materially breach this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed

\$11,450.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$11,450.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks (as defined by Paragraph 1.44) worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. Subject to approval by the Court, 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS Form W-2. The remaining 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS Forms 1099. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. Each Participating Class Member agrees to hold harmless the Released Parties, Class Counsel, and Defendant's Counsel for any tax liability, including penalties and interest, arising out of or relating to the Participating Class Member's failure to pay taxes on any amounts paid pursuant to this Settlement.

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 relative to their share of the settlement proceeds.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of

\$70,000.00 to be paid from the Gross Settlement Amount, with 75% (\$52,500.00) allocated to the LWDA PAGA Payment and 25% (\$17,500.00) 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 (\$17,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. 100% of the PAGA Payment is in settlement of claims for penalties, is not be subject to wage withholdings, and the Administrator will report the Individual PAGA Payments on IRS Forms 1099.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant has represented that as of September 2, 2025, there are approximately 955 Class Members who collectively worked approximately 25,860 Workweeks during the Class Period, and that Aggrieved Employees collectively worked approximately 11,346 PAGA Pay Periods during the PAGA Period.

4.2. Class Data. Not later than 7 business days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator in the form of an encrypted or password-protected Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to notify Class Counsel

1 immediately if it discovers that the Class Data omitted class member identifying information and
2 to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension
3 of the deadline by which Defendant must send the Class Data to the Administrator, the Parties
4 and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise
5 resolve any issues related to missing or omitted Class Data.

6 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
7 Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes, by
8 transmitting the funds to the Administrator no later than 7 business days after the later of (1) the
9 Effective Date; or (2) the date the Administrator has provided the final calculations of
10 Defendant's share of payroll taxes.

11 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant fund the
12 Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,
13 all Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment,
14 the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
15 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
16 Payment and the Class Representative Service Payment shall not precede disbursement of
17 Individual Class Payments and the Individual PAGA Payments.

18 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual
19 PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage
20 prepaid. The face of each check shall prominently state the date (not less than 180 days
21 after the date of mailing) when the check will be voided. The Administrator will cancel
22 all checks not cashed by the void date. The Administrator will send checks for Individual
23 Settlement Payments to all Participating Class Members (including those for whom Class
24 Notice was returned undelivered). The Administrator will send checks for Individual
25 PAGA Payments to all Aggrieved Employees including Non-Participating Class Members
26 who qualify as Aggrieved Employees (including those for whom Class Notice was
27 returned undelivered). The Administrator may send Participating Class Members a single
28 check combining the Individual Class Payment and the Individual PAGA Payment.

Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subd. (b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses or regular rate calculation) beyond those specified in this Agreement, and Plaintiff and Participating Class Members will be deemed to have waived all such claims, as part of their release of claims under this Agreement.

5. RELEASE OF CLAIMS

Effective upon the latest of the entry of Judgment, entry of the Order granting Final Approval of this Settlement, and the date when Defendant fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released

Parties as follows:

5.1. Plaintiff's Individual Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, between them that occurred or arose anytime from the beginning of time to the date Plaintiff executes this Agreement ("Plaintiff's Released Claims"). This release of Plaintiff's Individual Released Claims releases the Released Parties from any claim that Plaintiff could maintain in any action against the Released Parties, or any of them, and includes but is not limited to (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or claims based on occurrences after the date Plaintiff signs this Agreement. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. The Parties declare and represent that they intend this Agreement to be complete and not subject to any claim of mistake, and that the releases herein express full and complete releases, and that they intend that the releases herein shall be final and complete.

5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. As partial consideration for the Representative Service Payment, Plaintiff's Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiff discovers facts and/or claims in addition to or different from those that he now knows or believes to be true with respect to the subject matter of Plaintiff's Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiff's Released Claims, Plaintiff expressly waives and relinquishes the

provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2. Release by Participating Class Members: For the duration of the Class Period, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or could have been alleged, based on the facts stated in the Operative Complaint, whether or not the Class Member was aware of the existence of the potential claim(s), for any type of relief against the Released Parties that occurred during the Class Period, including all claims on any basis for: (i) meal and rest break violations or premium payments in lieu thereof; (ii) failure to pay earned wages for all hours worked, including minimum wages or overtime wages; (iii) failure to properly calculate the regular rate or pay any amount due based on such a failure; (iv) failure to pay wages timely during employment and upon termination; (iv) failure to pay vacation time at termination, including at the appropriate rate; (v) failure to reimburse employees for required expenses; (vi) failure to furnish accurate wage statements; (vii) unfair business practices relating to or arising out of any of the foregoing; and (viii) to the extent not covered above, any and all claims reasonably arising out of the Operative Complaint¹ or Plaintiff's PAGA Notice.

5.3. Except as expressly provided in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

¹ For the avoidance of doubt, the Operative Complaint incorporates and contains any and all allegations from any prior complaints in Case Nos. 24STCV09521 and 24STCV22143.

1 5.4. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved
2 Employees are deemed to release, on behalf of themselves and their respective former and present
3 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
4 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been
5 alleged, based on the facts stated in the Operative Complaint and the PAGA Notice. The released
6 claims do not include claims for vested benefits, wrongful termination, discrimination,
7 unemployment insurance, disability, social security, worker's compensation, and/or claims
8 outside of the PAGA Period.

9 **6. MOTION FOR PRELIMINARY APPROVAL**

10 The Parties agree jointly to prepare and file a motion for preliminary approval ("Motion
11 for Preliminary Approval") that complies with the Court's current procedures and instructions
12 for Preliminary Approvals.

13 6.1. Defendant's Declaration in Support of Preliminary Approval. Within 7 calendar days of
14 full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed
15 declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or
16 potential conflicts of interest with the Administrator.

17 6.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
18 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
19 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
20 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor
21 Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and
22 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from
23 the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting
24 to its willingness to serve; competency; operative procedures for protecting the security of Class
25 Data; amounts of insurance coverage for any data breach, defalcation of funds or other
26 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
27 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
28 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve

1 and disclosing all facts relevant to any actual or potential conflicts of interest with Class
2 Members; (vi) a signed declaration from each Class Counsel firm attesting to its competency to
3 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
4 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
5 Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699,
6 subd. (1)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class
7 Members and the Administrator.

8 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
9 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
10 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
11 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
12 Approval. Upon receipt, Class Counsel shall promptly deliver the Court's Preliminary Approval
13 Order to the Administrator.

14 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
15 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
16 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
17 conferring, in good faith, to resolve the disagreement. If the Court does not grant Preliminary
18 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
19 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
20 meeting and conferring, in good faith, to modify the Agreement or otherwise satisfy the Court's
21 concerns.

22 7. SETTLEMENT ADMINISTRATION

23 7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to
24 serve as the Administrator and verified that, as a condition of appointment, Apex Class Action
25 LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in
26 this Agreement in exchange for payment of Administration Expenses. The Parties and their
27 Counsel represent that they have no interest or relationship, financial or otherwise, with the
28 Administrator other than a professional relationship arising out of prior experiences

administering settlements.

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

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

7.4. Notice to Class Members

7.4.1. No later than three (3) business 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 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, 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 (if applicable) 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 3 business 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.

1 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks
2 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15
3 calendar days beyond the 45 calendar days otherwise provided in the Class Notice for
4 all Class Members whose notice is re-mailed. The Administrator will inform the Class
5 Member of the extended deadline with the re-mailed Class Notice.

6 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
7 discovers any persons who believe they should have been included in the Class Data
8 and should have received Class Notice, the Parties will expeditiously meet and confer,
9 and in good faith, in an effort to agree on whether to include them as Class Members.
10 If the Parties agree, such persons will be Class Members entitled to the same rights as
11 other Class Members, and the Administrator will send, via email or overnight delivery,
12 a Class Notice requiring them to exercise options under this Agreement not later than
13 15 days after receipt of Class Notice, or the deadline date in the Class Notice, whichever
14 is later.

15 7.5. Requests for Exclusion (Opt-Outs).

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

24 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
25 fails to contain all the information specified in the Class Notice. The Administrator
26 shall accept any Request for Exclusion as valid if the Administrator can reasonably
27 ascertain the identity of the person as a Class Member and the Class Member's desire
28 to be excluded. The Administrator's determination shall be final and not appealable or

1 otherwise susceptible to challenge. If the Administrator has reason to question the
2 authenticity of a Request for Exclusion, the Administrator may demand additional proof
3 of the Class Member's identity. The Administrator's determination of authenticity shall
4 be final and not appealable or otherwise susceptible to challenge.

5 7.5.3. Every Class Member who does not submit a timely and valid Request for
6 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
7 to all benefits and bound by all terms and conditions of the Settlement, including the
8 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this
9 Agreement, regardless whether the Participating Class Member actually receives the
10 Class Notice or objects to the Settlement.

11 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
12 Non-Participating Class Member and shall not receive an Individual Class Payment or
13 have the right to object to the class action components of the Settlement. Because future
14 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
15 Participating Class Members who are Aggrieved Employees are deemed to release the
16 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual
17 PAGA Payment.

18 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
19 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
20 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
21 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge
22 the allocation by communicating with the Administrator via mail. The Administrator must
23 encourage the challenging Class Member to submit supporting documentation. In the absence
24 of any contrary documentation, the Administrator is entitled to presume that the Workweeks
25 contained in the Class Notice are correct so long as they are consistent with the Class Data. The
26 Administrator's determination of each Class Member's allocation of Workweeks and/or Pay
27 Periods shall be final and not appealable or otherwise susceptible to challenge. The
28 Administrator shall promptly provide copies of all challenges to calculation of Workweeks

and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

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 mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court at their own expense) 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 45 calendar days after the Administrator's mailing of the Class Notice (plus an additional 15 calendar 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 maintain and use an internet website in English 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, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails.

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 5 calendar 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 provide 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. Administrator’s Declaration. Not later than 7 calendar 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 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.

7.8.6. Final Report by Settlement Administrator. Within 10 calendar 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 7 calendar 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 SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of September 2, 2025, (1) there were approximately 955 Class Members who collectively worked approximately 25,860 Workweeks during the Class Period; and (2) there were approximately 11,346 PAGA Pay Periods worked by Aggrieved Employees during the PAGA Period.

8.1. Increase in Workweeks. Defendant represents that there are approximately 25,860 Workweeks worked from April 16, 2020, through September 2, 2025 (the "Baseline Workweeks"). If the actual number of Workweeks worked by Class Members during the Class Period exceeds the Baseline Workweeks by more than ten percent (10%)—i.e., 2,586 Workweeks—then the Gross Settlement Amount shall increase by the same percentage that the actual Workweeks exceed the Baseline Workweeks above ten percent (10%) should Defendant elect to end the Class Period on October 31, 2025, and not on the date by which 28,446 Workweeks were worked. For the avoidance of doubt, if actual Workweeks reflect an 11% increase over the Baseline, the Gross Settlement Amount increases by 1%; if the increase is 12.5%, the Gross Settlement Amount increases by 2.5%, etc. For example: If actual Workweeks

total 29,000, that is a 12.1423% increase over 25,860. The portion above 10% is 2.1423%, so the Gross Settlement Amount increases by 2.1423% of \$695,000 = \$14,888.99, for a total Gross Settlement Amount of \$709,888.99. No increase applies at or below a 10% increase in Workweeks.

9. DEFENDANT'S RIGHT TO WITHDRAW

9.1. Requests for Exclusion. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may elect, but is not obligated, to withdraw from the Settlement. Neither side shall encourage any Class Member to opt out. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 calendar days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

9.2. Representation by Class Counsel. If Plaintiff's counsel's representation included in Paragraph 12.4 is found to be untrue, Defendant may elect, but is not obligated, to withdraw from the Settlement. Defendant must notify Class Counsel and the Court of its election to withdraw not later than sixty (60) calendar days after the execution of this Agreement.

9.3. Effect of Withdrawal. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, that neither Party will have any further obligation to perform under this Agreement, and the parties hereby waive any argument to the contrary; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw.

10. MOTION FOR FINAL APPROVAL

Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiff 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. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall endeavor to provide drafts of these documents to Defense Counsel not later than 7 calendar days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, in good faith, to resolve any

disagreements concerning the Motion for Final Approval.

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

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

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

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the

1 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
2 modification of this Agreement (including, but not limited to, the scope of release to be granted
3 by Class Members or the binding effect of the Settlement), and that court's decision is not
4 completely reversed and the Judgment is not fully affirmed on review by a higher court, this
5 Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in
6 good faith to address the appellate court's concerns and to obtain Final Approval and entry of
7 Judgment, and will propose a revised settlement for the approval of the Court not later than 30
8 calendar days after the conclusion of any appeal of the reviewing court's decision vacating,
9 reversing, or materially modifying the Judgment or, if no such appeal is filed, 30 calendar days
10 after the statutory time to appeal the reviewing court's decision expires, sharing, on a 50-50 basis,
11 any additional Administration Expenses reasonably incurred after remittitur. An appellate
12 decision to vacate, reverse, or modify the Court's award of the Class Representative Service
13 Payment or any payments to Class Counsel shall not constitute a material modification of the
14 Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains
15 unchanged.

16 **11. AMENDED JUDGMENT**

17 If any amended judgment is required under Code of Civil Procedure section 384, the
18 Parties will work together in good faith to jointly submit and a proposed amended judgment.

19 **12. ADDITIONAL PROVISIONS**

20 **12.1. No Admission of Liability, Class Certification or Representative Manageability for Other**
21 **Purposes.** This Agreement represents a compromise and settlement of highly disputed claims.
22 The Parties expressly recognize that nothing in this Agreement is intended or should be construed
23 as an admission by Defendant that any of the allegations in the Operative Complaint have merit
24 or that Defendant have any liability for any claims asserted, or that class certification and/or
25 representative status is appropriate for any purpose other than the Settlement; nor should it be
26 intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have
27 merit. Nothing in this Agreement, nor any action taken in implementation thereof, nor any
28 statements, discussions or communications, nor any materials prepared, exchanged, issued or

1 used during the course of the mediation, is intended by the Parties to, nor will any of the foregoing
2 constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral,
3 administrative, investigative or other forum or proceeding, as evidence of any violation of any
4 federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any
5 obligation or duty at law or in equity. The Parties agree that class certification and representative
6 treatment is for purposes of this Settlement only. Neither this Agreement, nor any resulting Court
7 order approving the settlement, shall have any collateral estoppel or other preclusive effect on
8 Defendant, and it shall not in any way establish any liability against Defendant. If, for any reason
9 the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant
10 reserves the right to contest certification of any class for any reason, and Defendant reserves all
11 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class
12 certification on any grounds available and to contest Defendant' defenses. The Settlement, this
13 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
14 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
15 Settlement and this Agreement). In the event the agreement is voided for this or any other lawful
16 or permissible reason, the parties agree that this Agreement shall have no effect on the Action,
17 and the parties hereby waive any argument to the contrary, and the terms and negotiation of this
18 settlement shall remain subject to California Evidence Code sections 1119 and 1152 and similar
19 rules of other jurisdictions.

20 12.2. Confidentiality. Plaintiff, Class Counsel, Defendant and Defense Counsel separately
21 agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of
22 them will not disclose, disseminate and/or publicize, or cause or permit another person to
23 disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly,
24 specifically or generally, to any person, corporation, association, government agency, or other
25 entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed
26 to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary
27 to report income to appropriate taxing authorities; (4) in response to a court order or subpoena;
28 or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each

1 Party agrees to notify each other Party promptly of any judicial or agency order, inquiry, or
2 subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel
3 separately agree not to initiate, directly or indirectly, any conversation or other communication,
4 before the filing of the Motion for Preliminary Approval, with any third party regarding this
5 Agreement or the matters giving rise to this Agreement except to respond only that “the matter
6 was resolved,” or words to that effect. Class Counsel shall not publicize the Settlement on its
7 website or in advertising/marketing materials, other than filing documents with the Court.
8 Plaintiff and Class Counsel agree that they will not issue any press releases or initiate any contact
9 with the media about the fact, amount, or terms of the Settlement. If Plaintiff or Class Counsel
10 receive an inquiry about the Settlement from the media, they may respond only after the Motion
11 for Preliminary Approval has been filed and only by confirming the accurate terms of the
12 Settlement. In addition, Plaintiff shall not disclose the terms of the Settlement to any individual
13 outside of any publicly filed court documents. his immediate family, counsel, and any tax advisor.
14 Nothing in this provision shall prevent Defendant or Plaintiff from making any disclosures
15 required by law. Nothing shall prevent Class Counsel from referring to this Action in a
16 declaration establishing qualification as class counsel in future cases. The Administrator shall
17 post court-filed documents concerning the Settlement, including the Judgment, on its website for
18 viewing by Class Members as set forth in the Class Notice, which documents shall be removed
19 90 days after the Effective Date. This paragraph does not restrict Class Counsel’s
20 communications with Class Members in accordance with Class Counsel’s ethical obligations
21 owed to Class Members.

22 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and
23 employees will not solicit any Class Member to opt out of or object to the Settlement, or to appeal
24 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s
25 ability to communicate with Class Members in accordance with Class Counsel’s ethical
26 obligations owed to Class Members.

27 12.4. No Additional Clients. Class Counsel represents and warrants that, as of the date of
28 execution of this Agreement, it does not represent, or have plans to represent, any other current

1 or former employees of Defendant, other than Plaintiff and, solely for purposes of this Settlement,
2 the Settlement Class and Aggrieved Employees in this Action. If Defense Counsel discovers,
3 prior to Final Approval, that Class Counsel's representation is incorrect, Defendant may, but is
4 not obligated, to require Class Counsel to withdraw as counsel.

5 12.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
6 together with its attached exhibits shall constitute the entire agreement between the Parties
7 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
8 inducements made to or by any Party.

9 12.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
10 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
11 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
12 its terms, and to execute any other documents reasonably required to effectuate the terms of this
13 Agreement including any amendments to this Agreement.

14 12.7. Cooperation. The Parties and their counsel will cooperate with each other and use their
15 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
16 Settlement Agreement, submitting supplemental evidence and supplementing points and
17 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
18 or content of any document necessary to implement the Settlement, or on any modification of the
19 Agreement that may become necessary to implement the Settlement, the Parties will seek the
20 assistance of a mediator and/or the Court for resolution.

21 12.8. No Prior Assignments. The Parties separately represent and warrant that they have not
22 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
23 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
24 action, or right released and discharged by the Party in this Settlement.

25 12.9. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
26 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
27 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
28 Part 10, as amended) or otherwise.

1 12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended,
2 modified, changed, or waived only by an express written instrument signed or agreed to by all
3 Parties, or their representatives, and approved by the Court. Plaintiff and Defendant expressly
4 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
5 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
6 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
7 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of
8 the use of signatures previously provided by the Parties.

9 12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
10 the benefit of, the successors of each of the Parties.

11 12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
12 governed by and interpreted according to the internal laws of the state of California, without
13 regard to conflict of law principles.

14 12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
15 this Agreement. This Agreement will not be construed against any Party on the basis that the
16 Party was the drafter or participated in the drafting.

17 12.14. Duration of Confidentiality. To the extent permitted by law, all agreements made and
18 orders entered during Action and in this Agreement relating to the confidentiality of information
19 shall survive the execution of this Agreement.

20 12.15. Use of Class Data. Information provided to Class Counsel pursuant to Evidence Code
21 section 1152, and all copies and summaries of the Class Data provided to Class Counsel by
22 Defendant in connection with the mediation, other settlement negotiations, or in connection with
23 the Settlement, may be used only with respect to this Settlement, and no other purpose, and may
24 not be used in any way that violates any existing contractual agreement, statute, or rule of court.
25 Not later than 90 days after the date when the Court discharges the Administrator's obligation to
26 provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy
27 all paper and permanently delete all electronic versions of Class Data received from Defendant,
28 as required by the Parties' Protective Order.

1 12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is
2 inserted for convenience of reference only and does not constitute a part of this Agreement.

3 12.17. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
4 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
5 weekend or federal legal holiday, such date or deadline shall be on the first business day
6 thereafter.

7 12.18. Notice to the LWDA. At the required times, Class Counsel will provide appropriate
8 notice to the LWDA of the Settlement, and the Judgment, as required by the Private Attorneys
9 General Act of 2004, Labor Code § 2698, et seq., and Class Counsel shall provide written
10 confirmation to Defendants’ Counsel promptly upon doing so.

11 12.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts
12 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall
13 be accepted as an original. All executed counterparts and each of them will be deemed to be one
14 and the same instrument if counsel for the Parties will exchange between themselves signed
15 counterparts. Any executed counterpart will be admissible in evidence to prove the existence
16 and contents of this Agreement.

17 12.20. Stay of Litigation. The Parties agree that, upon the execution of this Agreement, the
18 litigation shall be stayed except to effectuate the terms of this Agreement. The Parties further
19 agree that, upon the signing of this Agreement, pursuant to CCP section 583.330 the date to bring
20 a case to trial under CCP section 583.310 will be extended for the entire period of this settlement
21 process.

22 12.21. Non-Disparagement. Plaintiff agrees not to disparage or to take any action which is
23 intended, or would reasonably be expected, to harm Defendant or any of the Released Parties,
24 or their reputations, or which would reasonably be expected to lead to unwanted or unfavorable
25 publicity to the Defendant or the Released Parties. Plaintiff further agrees that because such
26 damages are and would be difficult to measure, the Parties agree to the following provision as
27 liquidated damages, and not as a penalty: If this provision is breached by Plaintiff and/or her
28 attorneys or agents, then the damages due and owing to Defendant by Plaintiff and/or his agents

1 shall include, but not be limited to, a payment to Defendant in the amount of five hundred
2 United States dollars (\$500.00) per proven breach, appropriate injunctive relief and all attorney
3 fees and costs incurred in the successful prosecution of the action for breach. Nothing in this
4 Agreement prevents Plaintiff from discussing or disclosing information about unlawful acts in
5 the workplace, such as harassment or discrimination or any other conduct that Plaintiff has
6 reason to believe is unlawful. Nothing in this Agreement in any way prohibits Plaintiff making
7 communications concerning labor disputes or allegedly unfair labor practices, exercising
8 protected rights to engage in concerted activity under Section 7 of the National Labor Relations
9 Act (NLRA), or otherwise disclosing information as permitted by law.

10 12.22. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant
11 that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have
12 arrived at this Agreement through arms-length negotiations, taking into account all relevant
13 factors, both current and potential.

14 12.23. Severability. In the event that one or more of the provisions contained in this Agreement
15 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
16 illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel
17 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing
18 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this
19 Agreement.

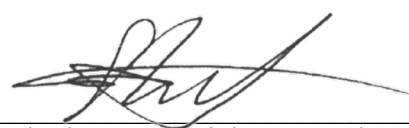
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21 **IT IS SO AGREED:**

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23 _____
24 Plaintiff, Derick Anthony Butler

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26 _____
27 For Defendant, See's Candy Shops Incorporated
28 Dated: April 1, 2026

AGREED AS TO FORM ONLY:

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David D. Bibiyan
Vedang J. Patel
Bradford Smith
Counsel for Plaintiff

Malcolm A. Heinicke Dated: April 1, 2026
Katherine M. Forster
Abe Dyk
Erica Toooh
Counsel for Defendant

1 shall include, but not be limited to, a payment to Defendant in the amount of five hundred
2 United States dollars (\$500.00) per proven breach, appropriate injunctive relief and all attorney
3 fees and costs incurred in the successful prosecution of the action for breach. Nothing in this
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6 reason to believe is unlawful. Nothing in this Agreement in any way prohibits Plaintiff making
7 communications concerning labor disputes or allegedly unfair labor practices, exercising
8 protected rights to engage in concerted activity under Section 7 of the National Labor Relations
9 Act (NLRA), or otherwise disclosing information as permitted by law.

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11 that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have
12 arrived at this Agreement through arms-length negotiations, taking into account all relevant
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15 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
16 illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel
17 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing
18 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this
19 Agreement.

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21 **IT IS SO AGREED:**

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24 Plaintiff, Derick Anthony Butler

For Defendant, See's Candy Shops Incorporated

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27 **AGREED AS TO FORM ONLY:**
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/s/ Vedang J. Patel

David D. Bibiyan
Vedang J. Patel
Bradford Smith
Counsel for Plaintiff

Malcolm A. Heinicke
Katherine M. Forster
Abe Dyk
Erica Toooh
Counsel for Defendant

EXHIBIT A

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND DATE
FOR FINAL APPROVAL HEARING**
Butler v. See's Candy Shops Incorporated
(County of Los Angeles, California Superior Court Case No. 24STCV09521)

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action Settlement because the records of Defendant See's Candy Shops Incorporated ("Defendant" or "See's") show that you are a "Class Member" and, therefore, entitled to a payment from this class action settlement. Class Members are all persons employed by Defendant in California and classified as a non-exempt, hourly-paid employee who worked for Defendant in its Contact Center during the period from April 16, 2020, through October 31, 2025 (the "Class Period").

- On April 16, 2024, former See's employee Derick Anthony Butler ("Plaintiff") filed a class action lawsuit against See's entitled *Butler v. See's Candy Shops Incorporated*, pending in the Superior Court of California for the County of Los Angeles, Case No. 24STCV09521 (the "Lawsuit"). The operative Complaint ("Complaint") asserts claims for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) waiting time penalties; (6) wage statement violations; (7) failure timely to pay wages; (8) failure to indemnify business expenses; (9) violation of Labor Code section 227.3; and (10) unfair competition. Plaintiff also seeks civil penalties under the California Labor Code Private Attorneys General Act of 2004 ("PAGA") for alleged underlying violations of the Labor Code. See's denies any liability or wrongdoing of any kind with respect to the Lawsuit's allegations, and maintains that it has proper practices, but agreed to settle the Lawsuit to avoid the disruption and cost of ongoing litigation.
- On [REDACTED], the Los Angeles County Superior Court granted preliminary approval of this class action settlement (the "Settlement") and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Class Settlement Payment is: \$<<__>>. See the explanation in Section 5 below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims against the Defendant as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT BUT NOT THE PAGA SETTLEMENT	To exclude yourself, you must send a written Request for Exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the class portion of the Settlement, you will not be bound by the class portion of the Settlement, and your Individual Class

	Settlement Payment will be allocated among the members of the Settlement Class. You cannot opt out of the PAGA portion of the proposed Settlement. You will still receive an individual PAGA settlement payment and release the Released PAGA Claims (described below). Instructions are set forth in Section 6 below.
OBJECT TO THE CLASS SETTLEMENT BUT YOU CANNOT OBJECT TO THE PAGA SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, [REDACTED], explaining why you object to the Settlement. The Administrator will forward your objection to counsel and it will be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You have the right address the Court at the Final Approval Hearing scheduled for [REDACTED] in Department 7 of the Los Angeles County Superior Court, Spring Street Courthouse, 312 N. Spring Street, Los Angeles, CA 90012, or you may hire an attorney to appear on your behalf at your own cost.
YOU CAN CHALLENGE THE CALCULATION OF YOUR WORKWEEKS	The amount of your Individual Class Settlement Payment depends on how many workweeks you worked during the Class Period, and the amount of your individual PAGA settlement payment depends on how many pay periods you worked during the PAGA Period. If you disagree with the information in Section 4 below, you must challenge it by [Response Deadline].

See's will not retaliate against you for any actions you take with respect to the proposed Settlement.

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held on [REDACTED], in Department 7 of the Los Angeles County Superior Court Spring Street Courthouse, located at 312 N Spring St, Los Angeles, CA 90012. You are not required to attend the Hearing, but you are welcome to do so.

1. Why Am I Receiving This Notice?

You have received this Notice because you have been identified as a member of the Class, defined as all non-exempt employees who worked for Defendant in certain non-exempt hourly positions, as set forth in Exhibit A, at any time during the Class Period

You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options, before the Court decides whether to grant final approval of the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

2. What is This Case About?

On April 16, 2024, Plaintiff filed a Class Action complaint against Defendant for alleged violations of the California Labor Code in the Lawsuit. On August 29, 2024, Plaintiff filed a separate Representative Action Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles. Plaintiff's Complaint asserted a claim for civil penalties pursuant to the Private Attorneys General Act of 2004 (PAGA) for the alleged violations of the Labor Code asserted in the Class Action. As part of this Settlement, the Parties stipulated to leave for Plaintiff to file a First Amended Complaint in the first-filed Class Action that adds the claim alleged in the Representative Action and dismisses the separate Representative Action without prejudice. The First Amended Complaint filed in the Class Action on [DATE] is referred to as the "Operative Complaint."

Defendant denies and disputes all of the claims asserted against it. Specifically, Defendant contends that Plaintiff and the Class Members were properly compensated for all wages due under California law; that Class Members properly received all meal and rest periods or premiums in lieu of meal and rest periods; that Defendant timely reimbursed Class Members for all necessary business expenses, that Defendant complied with California wage statement requirements; that Defendant timely paid all wages and accrued, unused, vested vacation time, during employment and upon separation or termination of employment; that Defendant is not liable for any of the penalties claimed or that could be claimed in the Lawsuit; and that the Lawsuit cannot be maintained as a class action.

The Court has not decided whether Defendant or Plaintiff is correct. To avoid additional expense, inconvenience, and risks of continued litigation, however, the Parties have concluded that it is in their respective best interests and the interests of the Class Members to settle the Action on the terms summarized in this Notice. The Settlement was reached after arms-length non-collusive negotiations between the parties. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the Settlement was a fair, reasonable and adequate way to resolve the disputed claims.

The Court granted preliminary approval of the Settlement on [DATE] by Order entered [DATE]. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative and [NAMES] of Bibiyan Law Group, P.C. to serve as Class Counsel.

3. Summary of the Settlement Terms

Plaintiff and Defendant have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for a Gross Settlement Amount of \$695,000.00 with no reversion to Defendant. The Gross Settlement Amount includes: (1) Administration Expenses up to \$11,450.00 (subject to Court approval); (2) a Class Representative Service Payment to Plaintiff in the amount of up to \$10,000.00 (subject to Court approval) for his time and effort in pursuing this case; (3) attorneys' fees of up to 35% of the Gross Settlement Amount—\$243,250.00 (subject to Court approval) [unless increased pursuant to the Settlement Agreement]; (4) litigation costs up to \$30,000.00 to Class Counsel, according to proof and subject to Court approval; and (5) PAGA penalties totaling \$70,000.00, of which \$52,500.00 (75%) will be paid to the LWDA and \$17,500.00 (25%) will be distributed to Aggrieved Employees. After deducting these sums, the remainder (the "Net Settlement Amount") will be available for distribution to Class Members. Any employer-side payroll taxes on the portion of the Individual Class Settlement Payments allocated to wages shall be separately paid by Defendant. The Net Settlement Amount will be distributed to Participating Class Members pro rata based on Workweeks worked during the Class Period.

This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering the Judgment.

4. Distribution to Class Members

The Court has appointed a neutral company, Apex Class Action LLC (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide any Class Member challenges regarding Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice. Within seven business days of the later of the Effective Date or the Administrator providing the final calculations of Defendant’s share of payroll taxes, Defendant will fund the Gross Settlement Amount by depositing the money with the Administrator. Within 14 days the Gross Settlement Amount is funded, the Administrator will mail checks for the Individual Class Payments to Participating Class Members and Individual PAGA Payments to Aggrieved Employees. The “Effective Date” means the date the Judgment is final and is no longer subject to appeal.

Class Members who do not opt out will receive a pro rata payment of the Net Settlement Amount based on the number of weeks worked by Participating Class Members in qualifying hourly-paid, non-exempt positions for Defendant in California during the Class Period (“Eligible Workweeks”). Specifically, Class Members’ payments will be calculated by dividing the Net Settlement Amount by the total number of Eligible Workweeks worked by all Participating Class Members during the Class Period, and multiplying the result by the number of Eligible Workweeks attributed to the Class Member. Otherwise stated, the formula for a Class Member is: (Net Settlement Amount ÷ total Participating Class Eligible Workweeks) × Individual’s Eligible Workweeks. In addition, Class Members who worked during the PAGA Period (i.e., Aggrieved Employees) will receive a pro rata share of the \$17,500.00 allocated to Aggrieved Employees as PAGA penalties, whether or not they opt out, based on the number of PAGA Period Pay Periods worked by each Aggrieved Employee during the PAGA Period.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If you are an Aggrieved Employee, you will receive your pro rata share regardless of whether you request exclusion from the Settlement. If your address has changed, you must contact the Settlement Administrator to provide your correct address to ensure you receive your payment.

Defendant’s records indicate that you worked [Eligible Workweeks] Workweeks as a non-exempt, hourly-paid employee in California in a qualifying position during the Class Period and [PAGA Pay Periods] Pay Periods during the PAGA Period. Based on these records, your estimated Individual Class Payment would be \$[Estimated Class Payment] and your estimated Individual PAGA Payment would be \$[Estimated PAGA Payment]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [Response Deadline]. Please include any documentation you contend supports your dispute. You should send copies rather than originals because the documents will not be returned to you. You may submit your challenge via email, fax, or mail using the contact information in section 7 below.

5. Tax Reporting

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on IRS Form 1099. 10% of each Settlement Payment to Class Members who do not opt out will be allocated as wages and reported on IRS Form W-2, and 90% will be allocated as penalties and interest reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share. The tax issues for each individual are unique, and each individual may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks will be cancelled and the funds associated will be transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member.

6. Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, a check for your Individual Class Settlement Payment and, if applicable, your pro rata PAGA Settlement Amount will automatically be mailed to you to the same address as this class notice.. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC (800) _____. If you do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

The Court will hold a Final Approval Hearing on _____, at _____ to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately 100 days after this hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all "Released Claims" he or she may have or had upon final approval of this Settlement and payment by Defendant to the Settlement Administrator.

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendant fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

Release of Class Claims: For the duration of the Class Period, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or could have been alleged, based on the facts stated in the Operative Complaint, whether or not the Class Member was aware of the existence of the potential claim(s), including: failure to pay overtime wages; failure to pay minimum wages; failure to provide meal periods or compensation in lieu thereof; failure to provide rest periods or compensation in lieu thereof; waiting time penalties; wage statement violations; failure to reimburse business expenses; violation of Labor Code section 227.3; and all claims asserted through California Business & Professions Code section 17200, et seq., arising out of the Labor Code violations referenced in the Operative Complaint of Plaintiff's PAGA Notice ("Class Released Claims").

Release of PAGA Claims: For the duration of the PAGA Period, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice ("PAGA Released Claims").

"Released Parties" means Defendant and all of its employees, agents, and affiliates, including without limitation

parents and subsidiaries, predecessors, successors, divisions, investors, joint ventures and assigns, any benefit plan maintained by any of them and the trustees, fiduciaries, and administrators of any such plan, and each and all of these entities' past or present directors, officers, employees, agents, partners, members, principals, agents, underwriters, insurers, co-insurers, re-insurers, shareholders, attorneys, accountants or auditors, banks or investment banks, associates, and personal or legal representatives.

If you do not timely exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Defendant Releasees about the Class Released Claims resolved by this Settlement. It also means that all of the Court's orders in the Lawsuit will apply to you and legally bind you.

Option 2 – *Opt Out of the Settlement*

If you do not wish to receive your Individual Settlement Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must include your name, address, email address or telephone number, and any statement standing for the proposition that you do not wish to participate in the settlement. Sign, date, and mail your written request for exclusion to the address below.

The address for the Settlement Administrator is _____. Written requests for exclusion that are postmarked after [Response Deadline], will be rejected, and those Settlement Class Members will remain bound by the Settlement and the release described above.

To be valid, your written request for exclusion must be mailed to the Administrator and postmarked not later than [RESPONSE DEADLINE]. Written requests for exclusion that are postmarked after [Response Deadline], will be rejected, and those Settlement Class Members will remain bound by the Settlement and the release described above.

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are an Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

Option 3 – *Submit an Objection to the Settlement*

If you wish to object to the Settlement, you may submit an objection in writing by mail, stating why you object to the Settlement. Your written objection must provide your name, address, signature, a statement of whether you plan to appear at the Final Approval Hearing, and a statement of the reason(s), along with whatever legal authority, if any, why you believe that the Court should not approve the Settlement. Your written objection must be mailed to the Administrator and postmarked no later than [RESPONSE DEADLINE]. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Even if you do not submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court or you may hire an attorney to appear on your behalf at your own cost.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object, and you will still be mailed a check for your Individual Class Settlement Payment and your Individual

PAGA Payment.

7. Final Approval Hearing

You may, if you wish, appear at the Final Approval Hearing set for [REDACTED] at [REDACTED] a.m. in Department 7 of the Los Angeles County Superior Court Spring Street Courthouse, located at 312 N. Spring St., Los Angeles, CA 90012 and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement. You may attend this hearing virtually by audio or video at <https://my.lacourt.org/laccwelcome>. You may also retain an attorney to represent you at the Hearing at your own expense. If the hearing is postponed, notice will be posted on the Settlement Administrator's website at [REDACTED]. In addition, hearing dates are posted on the Internet via the Case Access page for the California Superior Court for the County of Los Angeles (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 24STCV09521.

8. Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at [PHONE NUMBER].

The addresses for the Parties' counsel are as follows:

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350 S. Grand Avenue, 50th Floor

Los Angeles, CA 90071-3426

Tel: (213) 683-9100
Fax: (213) 687-3702

You may also visit the Settlement Administrator's website at [WEBSITE] to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at Department 7 of the Los Angeles County Superior Court Spring Street Courthouse, located at 312 N. Spring St., Los Angeles, CA 90012 during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.lacourt.ca.gov/>.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.**

EXHIBIT A
Covered Positions

- **Agent**
- **Analyst NE**
- **Associate**
- **Associate, Customer Experience**
- **Candy Concierge Contact Center**
- **Candy Concierge Inside Sales**
- **Candy Concierge Volume Savings**
- **Contact Center Support 2**
- **Contact Support – Volume/Inside 2**
- **Coordinator**
- **CSB CSR**
- **Customer Experience Specialist 1**
- **Customer Experience Support 2**
- **Customer Service Support 3**
- **Data Entry**
- **Inside Sales Representative**
- **Inside Sales Representative 2**
- **Inside S1s Rep NE**
- **Product Owner NE**
- **Specialist**
- **Universal Agent**