

This Settlement Agreement shall be binding on Plaintiffs, Settlement Class Members (as defined herein), the State of California as to the PAGA Employees (as defined herein), and Defendants, subject to the terms and conditions hereof and the approval of the Court.

1. On April 8, 2024, Plaintiff David Cori provided written notice to the Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendants by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendants (“PAGA Letter”).

3. On June 18, 2024, Plaintiff David Cori filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* in the action entitled *David Cori v. The Perfect Workout, Inc., et al*, Alameda, County Superior Court Case No. 24CV080201 (“Action”), which alleged one cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”) against Defendants.

1

1 5. The Operative Complaint alleges twelve (12) causes of action for violations of the
2 California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to
3 provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant
4 rest periods and premium payments in lieu thereof, failure to timely pay wages during employment,
5 failure to provide compliant wage statements, failure to timely pay wages upon termination, and failure
6 to reimburse necessary business expenses, for violations of California Business & Professions Code
7 Section 17200, *et seq.* based on the aforementioned California Labor Code violations, for violations
8 of 15 U.S.C. §§1681 the Fair Credit Reporting Act (“FRCA”), for violations of California Civil Code
9 §1786 the Investigative Consumer Reporting Agencies Act (“ICRAA”), and for civil penalties under
10 PAGA based on the aforementioned California Labor Code violations.

11 6. Defendants deny all material allegations set forth in the Actions and have asserted
12 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
13 Defendants desires to fully and finally settle the Actions, Released Class Claims (as defined herein),
14 and Released PAGA Claims (as defined herein).

15 7. Class Counsel diligently investigated the class and PAGA claims against Defendants,
16 including any and all applicable defenses and the applicable law. The investigation included, *inter*
17 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
18 The Parties have engaged in sufficient informal discovery and investigation to assess the relative
19 merits of the claims and contentions of the Parties.

20 8. On March 31, 2025, the Parties participated in mediation with Chris Barnes, Esq. (the
21 “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the
22 Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The Parties’
23 settlement discussions were conducted at arms’ length, and the Settlement is the result of an informed
24 and detailed analysis of Defendants’ potential liability and exposure in relation to the costs and risks
25 associated with continued litigation. Based on Class Counsel’s investigation and evaluation, Class
26 Counsel believes that the settlement with Defendants for the consideration and on the terms set forth
27 in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class
28 Members, State of California, and PAGA Employees in light of all known facts and circumstances,

1 including the risk of significant delay and uncertainty associated with litigation and various defenses
2 asserted by Defendants.

3 9. The Parties expressly acknowledge that this Settlement Agreement is entered into
4 solely for the purpose of compromising significantly disputed claims and that nothing herein is an
5 admission of liability or wrongdoing by Defendants. If for any reason this Settlement Agreement is
6 not approved, it will be of no force or effect, and the Parties shall be returned to their original respective
7 positions.

8 **DEFINITIONS**

9 10. The following definitions are applicable to this Settlement Agreement. Definitions
10 contained elsewhere in this Settlement Agreement will also be effective.

11 a. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for
12 Class Counsel's litigation and resolution of the Actions and all actual costs and expenses incurred and
13 to be incurred by Class Counsel in connection with the Actions, as set forth in Paragraph 13.

14 b. "Class" or "Class Member(s)" means all current and former employees of
15 Defendants who worked for Defendants in a non-exempt position in California during the Class
16 Period.

17 c. "Class Counsel" means Jonathan M. Genish, Barbara DuVan-Clarke, Danielle
18 L. GruppChang, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC, who will seek to be
19 appointed counsel for the Class.

20 d. "Class List" means a complete list of all Class Members that Defendants will
21 diligently and in good faith compile from its records and provide to the Settlement Administrator. The
22 Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following
23 information for each Class Member: (1) full name; (2) last known home address; (3) last known phone
24 number; (4) Social Security number; (5) weeks and pay periods worked for Defendants during the
25 Class Period; and (6) such other information as is necessary for the Settlement Administrator to
26 effectuate the terms of the Settlement and to calculate Workweeks and Pay Periods.

27 e. "Class Notice" means the Notice of Class Action Settlement, substantially in
28 the form attached hereto as "**Exhibit A.**"

f. “Class Period” means the period from February 23, 2020, through March 31, 2025.

g. “Class Settlement” means the settlement and resolution of all Released Class Claims.

h. “Court” means the Superior Court of the State of California for the County of Alameda.

i. “Defendants’ Counsel” means Brent Michael Douglas and Trevor Locko of Snell & Willmer.

j. “Dispute” means a letter submitted by a Class Member disputing the number of Workweeks and/or Pay Periods which have been credited to them, which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and the last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to the Class Member and what the Class Member contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

k. “Effective Date” means the later of the following: (a) if no timely objections are filed, or if all objections are withdrawn, the Effective Date will be the date upon which the Court enters Final Approval; or (b) if any Settlement Class Member objects to the Class Settlement, and does not withdraw the objection, the Effective Date will be the date to file an appeal, and no such appeal is filed; or (c) if a timely appeal is initiated by an objector, then the Effective Date will be the day after final resolution (or withdrawal) of that appeal and entry of remittitur of any such appeal in a way that does not alter the terms of the settlement, , resulting in final judicial approval of the Settlement.

l. “Employer Taxes” means the employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendants in addition to the Gross Settlement Amount.

m. “Enhancement Payment(s)” means the amount to be paid to each of the Plaintiffs, in recognition of their effort and work in prosecuting the Actions on behalf of Class

Members and PAGA Employees, and general release of claims, as set forth in Paragraph 14.

n. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

o. “Final Approval Hearing” means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.

p. “Final Approval Order and Judgment” means the order granting final approval of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

q. “Gross Settlement Amount” means the amount of One Million Four Hundred Thousand Dollars (\$1,400,000) to be paid by Defendants in full satisfaction of the Actions, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and Costs, Enhancement Payments, PAGA Amount, Settlement Administration Costs, and Net Settlement Amount to be paid to the Settlement Class Members. Defendants shall pay the Employer Taxes separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will be returned to Defendants. The Gross Settlement Amount is subject to increase, as provided in Paragraph 17.

r. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be calculated in accordance with Paragraph 19.

s. “Individual Settlement Payment” means the net payment of each Settlement Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 20.

t. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated in accordance with Paragraph 18.

u. “LWDA Payment” means the amount of Seven Five Thousand Dollars (\$75,000), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the LWDA under the

PAGA Settlement, as set forth in Paragraph 15.

v. “Net Settlement Amount” means the portion of the Gross Settlement Amount that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount less the Court-approved Attorneys’ Fees and Costs, Enhancement Payments, PAGA Amount, and Settlement Administration Costs.

w. “Notice of Objection” means a Settlement Class Member’s written objection to the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the objector’s full name, signature, address, telephone number, and the last four (4) digits of the objector’s Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

x. “PAGA Amount” means the allocation of One Hundred Thousand Dollars (\$100,000) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent (75%) of the PAGA Amount, or \$75,000, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%), or \$25,000 will be distributed to the PAGA Employees (i.e., the PAGA Employee Amount).

y. “PAGA Employees” means all current and former employees of Defendants who worked Defendants in a non-exempt position in California during the PAGA Period.

z. “PAGA Employee Amount” means the amount of Twenty-Five Thousand Dollars (\$25,000), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on a *pro rata* basis based on their Pay Periods.

aa. “PAGA Period” means the period from April 8, 2023, through March 31, 2025.

bb. “PAGA Settlement” means the settlement and resolution of all Released PAGA Claims.

cc. “Pay Periods” means the number of pay periods each PAGA Members worked for Defendants as a non-exempt employee in California during the PAGA Period. Pay Periods will be calculated by Defendants.

1 dd. "Preliminary Approval" means the date on which the Court enters the
2 Preliminary Approval Order.

3 ee. "Preliminary Approval Order" means the order granting preliminary approval
4 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
5 the Court.

6 ff. "Released Class Claims" means any and all claims, causes of action, damages,
7 wages, benefits, expenses, penalties (except PAGA penalties), debts, liabilities, demands, obligations,
8 attorneys' fees, and costs, arising from the claims pled in the Actions and any claims which could have
9 reasonably been pled based on the factual allegations in the Operative Complaint, arising during the
10 Class Period, which shall specifically include claims for Defendants' alleged failure to pay for all
11 hours worked, to pay overtime and minimum wages, to provide compliant meal and rest periods and
12 associated premium payments, to timely pay wages during employment and upon termination, to
13 provide accurate wage statements, failure to provide or pay sick time, failure to reimburse necessary
14 business-related expenses, unlawful business practices under the California Labor Code and/or the
15 California Business and Professions Code, violations of California Labor Code Sections 201, 202,
16 203, 204, 218, 218.5, 218.6, 210, 226, 226.7, 246, 510, 512, 516, 558, 1174, 1194, 1194.2, 1197,
17 1197.1, 1198, 2800, and 2802, and the California Unfair Competition Act and California Business and
18 Professions Code sections 17200, *et seq.*, for claims arising from the Labor Code sections listed above
19 , the applicable Industrial Welfare Commission Wage Orders, claims under 15 U.S.C. §1681
20 b(b)(2)(A) the Fair Credit Reporting Act, claims under California Civil Code §1786, *et seq.* the
21 Investigative Consumer Reporting Act, civil penalties (except for PAGA penalties), statutory penalties
22 of any nature whatsoever (except PAGA penalties), attorneys' fees and costs, asserted or that could
23 have reasonably been asserted by an Class Member against the Released Parties based on the facts or
24 claims alleged in the Actions during the Class Period, and expressly excluding claims that cannot be
25 released by law.

26 gg. "Released PAGA Claims" means any and all claims arising from any of the
27 factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the
28 Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall

specifically include claims for Defendants' alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

hh. "Released Parties" means Defendants and their former, present and future owners, parents, subsidiaries, including but not limited to NCAL PT Company, LLC and PT Support Services, Inc. (formerly known as The Perfect Workout, Inc.), 121 Holdings, LLC, East PT Company, LLC, PT IP Company, LLC and all of their current, former and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, successors, assigns, accountants, insurers, or legal representatives.

ii. "Request for Exclusion" means a letter submitted by a Class Member indicating a request to be excluded from the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the Class Member's full name, signature, address, telephone number, and last four (4) digits of the Class Member's Social Security number; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

jj. "Response Deadline" means the deadline by which Class Members must submit a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the United States Postal service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendants' Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended fifteen (15) calendar days from the original Response Deadline.

kk. "Settlement Administrator" means ILYM Group, or any other third-party class

action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering the Settlement. The Parties and their counsel each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

ll. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in Paragraph 16.

mm. “Settlement Class” or “Settlement Class Member(s)” means all Class Members who do not submit a timely and valid Request for Exclusion.

nn. “Workweeks” means the number of weeks each Class Member worked for Defendants as a non-exempt employee in California during the Class Period. Workweeks will be calculated by the Defendants.

CLASS CERTIFICATION

11. For the purposes of this Settlement only, the Parties stipulate to the certification of the Class.

12. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval, the Parties’ stipulation to class certification as part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be inappropriate in a non-settlement context.

TERMS OF THE AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court’s approval, as follows:

13. **Attorneys’ Fees and Costs.** Defendants agree not to oppose or impede any application or motion by Class Counsel for attorneys’ fees in the amount up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$490,000 if the Gross Settlement Amount is \$1,400,000) and reimbursement of actual costs and expenses associated with Class Counsel’s litigation and settlement

of the Actions, in an amount not to exceed Thirty Thousand Dollars (\$30,000), both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of the Actions, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

14. Enhancement Payment(s). Defendants agree not to oppose or impede any application or motion by Plaintiffs for Enhancement Payments of Seven Thousand Five Hundred Dollars (\$7,500) to each Plaintiff, for a total of Fifteen Thousand Dollars (\$15,000). The Enhancement Payments, which will be paid from the Gross Settlement Amount, subject to Court approval, will be in addition to their Individual Settlement Payments as Settlement Class Members. Plaintiffs shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs for the Enhancement Payments. Any portion of the requested Enhancement Payment(s) that is not awarded by the Court to Plaintiffs shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

15. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of One Hundred Thousand Dollars (\$100,000) shall be allocated from the Gross Settlement Amount toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$75,000, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$25,000, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the total number of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e., the Individual PAGA

1 Payments).

2 16. Settlement Administration Costs. The Settlement Administrator will be paid for the
3 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
4 which is currently estimated not to exceed Nine Thousand Dollars Dollars (\$9,000). These costs,
5 which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter*
6 *alia*, printing, distributing, and tracking Class Notices and other documents for the Settlement,
7 calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms
8 and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and
9 declarations, and other duties and responsibilities set forth herein to process the Settlement, and as
10 requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the
11 estimated amount stated herein, such excess amount will be deducted from the Gross Settlement
12 Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded
13 Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement
14 Administrator to undertake the required settlement administration duties shall be reallocated to the Net
15 Settlement Amount for the benefit of the Settlement Class Members.

16 17. Escalator Clause. Defendants have represented that the Class Members worked a total
17 of 25,560 Workweeks during the Class Period. If it is determined by the Settlement Administrator
18 that the total number of Workweeks worked by the Class Members during the Class Period actually
19 exceeds 25,560 by more than 10% (i.e., if the Workweeks exceed 28,116), then Defendants shall have
20 the option of decreasing the Class Period so that the Workweeks do not exceed 25,560 or to increase
21 the Gross Settlement Amount on a *pro rata* basis equal to the percentage increase in the number of
22 Workweeks worked by the Class Members above 10%.

23 18. Individual Settlement Share Calculations. Individual Settlement Shares will be
24 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of
25 Workweeks, as follows:

26 a. After Preliminary Approval, the Settlement Administrator will divide each
27 Class Member's individual Workweeks by the Workweeks of all Class Members, and multiply the
28 resulting fraction by the estimated Net Settlement Amount to yield each Class Member's estimated

Individual Settlement Share that the Class Member may be entitled to receive under the Class Settlement.

b. After Final Approval, the Settlement Administrator will divide each Settlement Class Member's individual Workweeks by the Workweeks of all Settlement Class Members, and multiply the resulting fractions by the Net Settlement Amount to yield each Settlement Class Member's final Individual Settlement Share.

19. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees' number of Pay Periods, as follows: The Settlement Administrator will divide each PAGA Employee's Pay Periods by the total Pay Periods of all PAGA Employees, and multiply the resulting fraction by the PAGA Employee Amount, i.e., 25% of the PAGA Amount, to yield each PAGA Employee's Individual PAGA Payment.

20. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The Employer Taxes will be paid separately and in addition to the Gross Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

21. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiffs, Settlement Class Members, PAGA Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll

1 taxes and other legally required withholdings to the appropriate government authorities.

2 22. Tax Liability. Plaintiffs, Class Counsel, Defendants, and Defendants' Counsel do not
3 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
4 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiffs, Settlement
5 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation
6 by Defendants, the Settlement Administrator, or Class Counsel in this regard. Plaintiffs, Settlement
7 Class Members, and PAGA Employees understand and agree that Plaintiffs, Settlement Class
8 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties
9 assessed on the payments described in this Settlement Agreement. Plaintiffs, Settlement Class
10 Members, and PAGA Employees should consult with their tax advisors concerning the tax
11 consequences of any payment they receive under the Settlement.

12 23. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
13 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
14 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
15 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
16 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
17 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS
18 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
19 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
20 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
21 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
22 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
23 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
24 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
25 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
26 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
27 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
28 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO

1 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
2 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S
3 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
4 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
5 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
6 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

7 24. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
8 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
9 are issued to the payee. It is expressly understood and agreed that payments made under this
10 Settlement shall not in any way entitle Plaintiffs, Settlement Class Members, or any PAGA Employee
11 to additional compensation or benefits under any new or additional compensation or benefits, or any
12 bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period,
13 nor will it entitle Plaintiffs, Settlement Class Members, or any PAGA Employee to any increased
14 retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding
15 any contrary language or agreement in any benefit or compensation plan document that might have
16 been in effect during the Class Period).

17 25. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.
18 Plaintiffs will obtain a hearing date from the Court for Plaintiffs' motion for preliminary approval of
19 the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement
20 Agreement to the Court in support of said motion. Class Counsel will provide Defendants' Counsel a
21 draft of the preliminary approval motion three (3) days before filing it with the Court. Defendants
22 agree not to oppose the motion for preliminary approval of the Settlement consistent with this
23 Settlement Agreement. By way of said motion, Plaintiffs will apply for the entry of the Preliminary
24 Approval Order seeking the following:

- 25 a. Conditionally certifying the Class for settlement purposes only;
- 26 b. Granting Preliminary Approval of the Settlement;
- 27 c. Preliminarily appointing Plaintiffs as the representatives of the Class;
- 28 d. Preliminarily appointing Class Counsel as counsel for the Class;

e. Approving as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing by First Class U.S. Mail;

f. Approving the manner and method for Class Members to request exclusion from or object to the Class Settlement as contained herein and within the Class Notice; and

g. Scheduling a Final Approval Hearing at which the Court will determine whether Final Approval of the Settlement should be granted.

26. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2), Class Counsel shall notify the LWDA of the Settlement.

27. Delivery of Class List. Within twenty-one (21) calendar days of Preliminary Approval, Defendants will provide the Class List to the Settlement Administrator.

28. Notice by First-Class U.S. Mail.

a. Within seven (7) calendar days after receiving the Class List from Defendants, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. Any Class Notice returned to the Settlement Administrator as undeliverable on or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search, using the name, address, and/or Social Security number of the Class Member, and perform a single re-mailing within five (5) calendar days.

c. Compliance with the procedures described herein above shall constitute due and sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process. Nothing else shall be required of or done by the Parties, Class Counsel, or Defendants' Counsel to provide notice of the Settlement.

1 29. Disputes Regarding Workweeks and/or Pay Periods. Class Members will have an
2 opportunity to dispute the number of Workweeks and/or Pay Periods which have been credited to
3 them, as reflected in their respective Class Notices, by submitting a timely and valid Dispute to the
4 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
5 postmark on the return mailing envelope will be the exclusive means to determine whether a Dispute
6 has been timely submitted. Absent evidence rebutting the accuracy of Defendants' records and data
7 as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class
8 Member, Defendants' records will be presumed to be correct and determinative of the dispute.
9 However, if a Class Member produces information and/or documents to the contrary, the Settlement
10 Administrator will evaluate the materials submitted by the Class Member and the Settlement
11 Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that
12 the disputing Class Member should be credited with under the Settlement. The Settlement
13 Administrator's decision on such disputes will be final and non-appealable.

14 30. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
15 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
16 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
17 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
18 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
19 Counsel and Defendants' Counsel the number of timely and valid Requests for Exclusion that are
20 submitted, and also identify the individuals who have submitted a timely and valid Request for
21 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
22 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
23 to request exclusion from the Class Settlement. Any Class Member who submits a Request for
24 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
25 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will
26 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
27 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
28 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining

1 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
2 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to
3 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they
4 submit a Request for Exclusion.

5 31. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
6 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
7 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
8 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
9 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendants'
10 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely
11 and complete and which were not), and also attach them to a declaration that is to be filed with the
12 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
13 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or
14 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or
15 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
16 whether they have submitted a Notice of Objection.

17 32. Reports by the Settlement Administrator. The Settlement Administrator shall provide
18 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
19 Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of
20 Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class
21 Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will
22 provide to counsel for the Parties any updated reports regarding the administration of the Settlement
23 Agreement as needed or requested, and immediately notify the Parties when it receives a request from
24 an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a
25 Dispute.

26 33. Defendants' Right to Rescind. If more than ten percent (10%) of the Class Members
27 submit timely and valid Requests for Exclusion, Defendants may elect to rescind the Settlement
28 Agreement. Defendants must exercise this right of rescission in writing that is provided to Class

Counsel within ten (10) calendar days of the Settlement Administrator notifying the Parties of the number of Class Members who have submitted timely and valid Requests for Exclusion following the Response Deadline. If Defendants exercises this option, Defendants shall pay any costs of settlement administration owed to the Settlement Administrator incurred up to that date.

34. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

35. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for: (a) Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys' Fees and Costs; (e) Enhancement Payments; and (f) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiffs and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendants' Counsel a draft of the final approval motion three (3) days before filing it with the Court. By way of said motion, Plaintiffs will apply for the entry of the Final Approval Order and Judgment, which will provide for, in substantial part, the following:

a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;

b. Certification of the Settlement Class;

c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

d. Approval of the application for Enhancement Payment to Plaintiffs;

e. Directing Defendants to fund all amounts due under the Settlement Agreement and ordered by the Court; and

f. Entering judgment in the Action, while maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

36. Funding of the Gross Settlement Amount. No later than one hundred twenty (120) calendar days after the Effective Date, Defendants will deposit the Gross Settlement Amount into a

1 Qualified Settlement Fund (“QSF”) within the meaning of Treasury Regulation Section 1.468B-1, *et*
 2 *seq.*, to be established by the Settlement Administrator. Defendants shall provide all information
 3 necessary for the Settlement Administrator to calculate necessary payroll taxes including its official
 4 name, 8-digit state unemployment insurance tax ID number, and other information requested by the
 5 Settlement Administrator, no later than one hundred twenty (120) calendar days after the Effective
 6 Date.

7 37. Distribution of the Gross Settlement Amount. Within five (5) business days of the
 8 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual
 9 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,
 10 LWDA Payment to the LWDA, Enhancement Payments to Plaintiffs, Attorneys’ Fees and Costs to
 11 Class Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also
 12 set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and
 timely forward these to the appropriate government authorities.

13 38. Settlement Checks. The Settlement Administrator will be responsible for undertaking
 14 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
 15 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
 16 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the
 17 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
 18 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
 19 Members and PAGA Employees are not required to submit a claim to be issued an Individual
 20 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
 21 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
 22 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
 23 associated with such canceled checks shall be distributed by the Settlement Administrator to the cy
 24 pres beneficiary Legal Aid at Work (“LAAW”). The Settlement Administrator shall undertake
 25 amended and/or supplemental tax filings and reporting required under applicable local, state, and
 26 federal tax laws that are necessitated due to the cancelation of any Individual Settlement Payment
 27 and/or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement
 28 Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA

1 Employees whose Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the
2 PAGA Settlement.

3 39. Class Settlement Release. Upon the Effective Date and full funding of the Gross
4 Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally,
5 and forever released, settled, compromised, relinquished, and discharged the Released Parties of all
6 Released Class Claims.

7 40. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross
8 Settlement Amount, Plaintiffs, and the State of California with respect to all PAGA Employees will
9 be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and
10 discharged the Released Parties of all Released PAGA Claims.

11 41. Plaintiffs' General Release. Upon the Effective Date and full funding of the Gross
12 Settlement Amount, Plaintiffs, individually and on each of their own behalf, will be deemed to have
13 fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released
14 Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses,
15 attorneys' fees, damages, or causes of action of any kind or nature whatsoever, known or unknown,
16 suspected or unsuspected, asserted or unasserted, arising out of, relating to, or resulting from their
17 employment and/or separation of employment with Defendants, which Plaintiffs, at any time up until
18 the execution of this Settlement Agreement, had or claimed to have or may have. It is agreed that this
19 is a general release and is to be broadly construed as a release of all claims, provided that,
20 notwithstanding the foregoing, this Paragraph expressly does not include a release of any claims that
21 cannot be released hereunder by law. Any and all rights granted under any state or federal law or
22 regulation limiting the effect of this Settlement Agreement, including the provisions of Section 1542
23 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California
24 Civil Code reads as follows:

25 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
26 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
27 **FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM**
28

OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

42. Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the Class will be required.

43. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

44. Effects of Termination or Rescission of Settlement. Termination or rescission of the Settlement Agreement shall have the following effects:

a. The Settlement Agreement shall be void and shall have no force or effect, and no Party shall be bound by any of its terms;

b. In the event the Settlement Agreement is terminated, Defendants shall have no obligation to make any payments to any Party, Class Member, or attorney, except that the terminating Party shall pay the Settlement Administrator for services rendered up to the date the Settlement Administrator is notified that the Settlement has been terminated;

c. The Preliminary Approval Order and Final Approval Order and Judgment, including any order certifying the Class, shall be vacated;

d. The Settlement Agreement and all negotiations, statements, and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

e. Neither this Settlement Agreement, nor any ancillary documents, actions, statements, or filings in furtherance of the Settlement (including all matters associated with the

mediation) shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever; and

f. Any documents generated to bring the Settlement into effect, will be null and void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

45. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

46. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

47. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

48. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the Action (including with respect to California Code of Civil Procedure Section 583.310), except such proceedings necessary to implement and complete this Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

49. Amendment or Modification. Prior to the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except by written agreement signed by counsel for all Parties. After the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this

1 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
2 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
3 constitute a waiver of any other provision.

4 50. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
5 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
6 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
7 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
8 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
9 full authority to enter into this Settlement Agreement, and further intend that this Settlement
10 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
11 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
12 confidentiality provisions that otherwise might apply under state or federal law.

13 51. Signatories. It is agreed that because the members of the Class are so numerous, it is
14 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
15 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
16 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
17 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have
18 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
19 Member and PAGA Employee.

20 52. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
21 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

22 53. California Law Governs. All terms of this Settlement Agreement and attached exhibits
23 hereto will be governed by and interpreted according to the laws of the State of California.

24 54. Execution and Counterparts. This Settlement Agreement is subject only to the
25 execution of all Parties. However, this Settlement Agreement may be executed in one or more
26 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
27 copies of the signature page, will be deemed to be one and the same instrument.

28 55. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at

1 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into
2 account all relevant factors, present and potential. The Parties further acknowledge that they are each
3 represented by competent counsel and that they have had an opportunity to consult with their counsel
4 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
5 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
6 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
7 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

8 56. Invalidity of Any Provision. Before declaring any provision of this Settlement
9 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
10 possible consistent with applicable precedents so as to define all provisions of this Settlement
11 Agreement valid and enforceable.

12 57. Plaintiffs' Cooperation. Plaintiffs agree to sign this Settlement Agreement and, by
13 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate
14 to implement the Settlement.

15 58. No Publicity. Plaintiffs and Class Counsel agree that they will not issue any press
16 release, initiate any contact with the press, respond to any press inquiry or have any communication
17 with the press about this case and/or the fact, amount or terms of the Settlement. In addition, Plaintiffs
18 and Class Counsel agree that they will not engage in any advertising or distribute any marketing
19 materials relating to the Settlement, including but not limited to any postings on any websites
20 maintained by Class Counsel; provided, however, that Class Counsel may state that it has settled a
21 class action claim against a company so long as neither Defendants, nor the Plaintiffs are identified.
22 In addition, Plaintiffs' counsel may list the case name, number, and a brief description of the claims
23 in their declarations in support of qualifications as class counsel in future filings.

24 59. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
25 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
26 continued litigation. In entering into this Settlement Agreement, Defendants does not admit, and
27 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines
28 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;

1 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
2 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
3 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
4 construed as an admission or concession by Defendants of any such violations or failures to comply
5 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
6 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received
7 as evidence in any action or proceeding to establish any liability or admission on the part of Defendants
8 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
9 federal, state, local, or other applicable law.

10 60. Captions. The captions and paragraph numbers in this Settlement Agreement are
11 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
12 intent of the provisions of this Settlement Agreement.

13 61. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
14 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
15 construed more strictly against one Party than another merely by virtue of the fact that it may have
16 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
17 negotiations between the Parties, all Parties have contributed equally to the preparation of this
18 Settlement Agreement.

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

23 63. All Terms Subject to Final Court Approval. All amounts and procedures described in
24 this Settlement Agreement herein will be subject to final Court approval.

25 64. Notices. All notices, demands, and other communications to be provided concerning
26 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third
27 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed
28 as follows:

To Plaintiffs and Class Counsel:
 Barbara DuVan-Clarke
 BDC@blackstonepc.com
 Annabel Blanchard
 ablanchard@blackstonepc.com
BLACKSTONE LAW, APC
 8383 Wilshire Boulevard, Suite 745
 Beverly Hills, California 90211
 Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendants:
 Brent Douglas
 bmdouglas@swlaw.com
 Trevor Locko
 tlocko@swlaw.com
Snell & Wilmer
 3611 Valley Centre Drive, Suite 500
 San Diego, California 92130

65. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendants:

IT IS SO AGREED.

PLAINTIFF DAVID CORI

Dated: 09/26/2025

David Cori
 Plaintiff David Cori

PLAINTIFF SONIA HERNANDEZ

Dated: _____

 Plaintiff Sonia Hernandez

To Plaintiffs and Class Counsel:
 Barbara DuVan-Clarke
 BDC@blackstonepc.com
 Annabel Blanchard
 ablanchard@blackstonepc.com
BLACKSTONE LAW, APC
 8383 Wilshire Boulevard, Suite 745
 Beverly Hills, California 90211
 Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendants:
 Brent Douglas
 bmdouglas@swlaw.com
 Trevor Locko
 tlocko@swlaw.com
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 3611 Valley Centre Drive, Suite 500
 San Diego, California 92130

65. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendants:

IT IS SO AGREED.

PLAINTIFF DAVID CORI

Dated: _____

 Plaintiff David Cori

PLAINTIFF SONIA HERNANDEZ

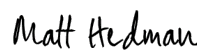
Dated: 09/26/2025

Sonia Hernandez

 Plaintiff Sonia Hernandez

**DEFENDANTS THE PERFECT
WORKOUT, INC. & SOCAL PTC, LLC**

Dated: 11/11/2025

Signed by:

0A6FBDD5GA0643F...

Full Name: Matt Hedman

Title: Manager

On behalf of Defendants The Perfect Workout,
Inc. and SoCal PTC, LLC

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated:



Jonathan M. Genish
Barbara DuVan-Clarke
Attorneys for Plaintiffs David Cori and
Sonia Hernandez

SNELL & WILMER

Dated: 11/18/2025



Brent Michael Douglas
Attorneys for Defendants The Perfect Workout,
Inc. and SoCal PTC, LLC