SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement," "Settlement," or "Agreement") is made and entered by and between Plaintiffs Scout Wardlaw and Mackenzie Chase ("Plaintiffs," "Plaintiff Wardlaw," and "Plaintiff Chase") and Defendant Dioji, Inc. dba Dioji K-9 Resort & Athletic Club ("Defendant") to settle the action entitled *Wardlaw v. Dioji, Inc. DBA Dioji K-9 Resort & Athletic Club* (Case No. 2024CUOE028009) ("Lawsuit"). Plaintiffs and Defendant are collectively referred to herein as the "Parties", and each may be individually referred to herein as a "Party".

RECITALS

This Agreement is made in consideration of the following facts:

A. Plaintiffs are former hourly-paid, non-exempt employees of Defendant.

B. Plaintiffs contend that Plaintiffs suffered one or more violations of the Labor Code during Plaintiffs' employment with Defendant, and that Plaintiffs are "aggrieved employees" under Private Attorneys General Act of 2004 ("PAGA").

C. On May 13, 2024, Plaintiff Wardlaw provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the Labor Code that Plaintiff Wardlaw contends were violated and the theories supporting the contentions. On October 17, 2024, Plaintiff Wardlaw provided an amended written notice to the LWDA and Defendant that added Plaintiff Chase as a named representative ("PAGA Notice").

D. On July 18, 2024, Plaintiff Wardlaw filed a wage-and-hour class action lawsuit in the Superior Court of California, County of Ventura, alleging violations of: (1) Labor Code sections 510 and 1198 (unpaid overtime); (2) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) Labor Code section 226.7 (unpaid rest period premiums); (4) Labor Code sections 1194 and 1197 (unpaid minimum wages); (5) Labor Code sections 201 and 202 (final wages not timely paid); (6) Labor Code section 226(a) (non-compliant wage statements); (7) Labor Code sections 2800 and 2802 (unreimbursed business expenses); (8) Labor Code section 2698, *et seq*. (PAGA); and (9) Business & Professions Code section 17200, *et seq*.;

E. On November 5, 2024, pursuant to Defendant's Motion to Compel Arbitration, Dismiss Class Claims, and Stay Proceedings, the Court dismissed Plaintiff Wardlaw's class action claims. The only remaining cause of action in this Lawsuit is violation of Labor Code section 2698, *et seq*. (PAGA) that is predicated on the alleged violations identified in the PAGA Notice, including but not limited to: (1) failure to pay minimum and overtime wages; (2) failure to provide meal periods and rest breaks; (3) failure to timely pay wages during employment; (4) failure to timely pay wages upon termination; (5) failure to provide complete and accurate wage statements; and (6) failure to reimburse business expenses ("PAGA Claims").

F. After engaging in discovery, investigations, and negotiations, on November 6, 2025, the Parties attended mediation with the mediator Jeffrey Fuchsman. Under the auspices of the mediator and after a full day of mediation, the Parties reached a settlement on a PAGA-only basis via a mediator's proposal, subject to the Court's approval.

G. Pursuant to the settlement, Plaintiff Wardlaw filed a First Amended Complaint that adjusted the "aggrieved employees" definition, added Plaintiff Chase as a named plaintiff, and updated the factual allegations underlying the cause of action.

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

I. The Parties have analyzed and investigated the facts and law relevant to the Lawsuit. Defendant has produced documents and data, including, but not limited to, information pertaining to the policies, practices, and procedures implicated by the PAGA Claims. This production of documents and data included meal and rest breaks, overtime, timekeeping, and payroll policies along with a sampling of time and payroll records. The Parties had ample opportunity to evaluate their positions on the merits of the claims asserted.

Pursuant to Labor Code section 2699(s)(2), in consideration of the promises and agreements contained herein, the Parties agree to seek approval of the following settlement terms.

SETTLEMENT TERMS

1. **Court Approval of the Agreement.** In accordance with Labor Code section 2699(s)(2), the Parties will present this Agreement to the Court for its review and approval via a stipulation or noticed motion. Plaintiffs shall permit Defendant a reasonable period to review and provide input prior to filing. Plaintiffs and Defendant will jointly prepare the proposed Order and Judgment to be entered by the Court to enforce this Settlement Agreement. Plaintiffs will provide the draft of the PAGA Approval Motion to Defendant for review prior to filing the PAGA Approval Motion.

2. **Delivery of Agreement to the LWDA.** In accordance with Labor Code section 2699(s)(2), Plaintiffs will cause this Agreement to be submitted to the LWDA at the same time that this Agreement is submitted to the Court for approval.

3. **Effective Date.** This Agreement shall become fully effective the later of the following: (a) within fourteen (14) calendar days after Defendant's receipt of the Order and Judgment Granting Approval of PAGA Settlement; (b) if there is an objection, intervention, or other procedure that can give rise to an appeal, then the expiration of the time to appeal without a timely appeal filed; and (c) if there is a timely appeal, then the disposition of the appeal and any further appeal, affirming approval of this Settlement.

4. **<u>No Admission of Liability</u>.**

(a) The Parties acknowledge and agree that this Agreement is the result of a compromise and settlement of disputed claims in the Lawsuit. Defendant denies all allegations made by Plaintiffs in the Lawsuit and denies that it is liable or owes any damages, penalties, or other compensation or remedies to anyone regarding the PAGA Claims or any other claims alleged in the Lawsuit. Defendant further denies any liability or wrongdoing of any kind in connection with Plaintiffs' claims and contends that it complied in all respects with applicable state and federal laws and regulations. Defendant has agreed to settle the Lawsuit on the terms and conditions set forth in this Agreement to avoid the burden, expense, and uncertainty of litigation.

Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued, or used during the pendency of this Lawsuit, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used, or be admissible in any way in any other judicial, arbitral, administrative, investigative, or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of this Settlement or any orders or judgments of the Court entered into in connection therewith.

5. **<u>Aggrieved Employees and PAGA Period</u>.**

(a) **<u>Aggrieved Employees</u>.** This Agreement shall include all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period ("Aggrieved Employees").

(b) **<u>PAGA Period</u>.** This Agreement shall cover the period from February 15, 2024, through February 4, 2026 or the date that the Court approves the Settlement, whichever date is earlier ("PAGA Period").

(i) Defendant estimates that there are about 275 Aggrieved Employees who worked around 5,800 pay periods through the date of mediation.

(ii) There will be no reversion to Defendant and no claims process for the Aggrieved Employees to receive payment.

(iii) Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as Private Attorney Generals of, and for, the State of California and LWDA, no Aggrieved Employee has the right to exclude himself or herself from this Settlement. The Aggrieved Employees will be bound by the terms of this Settlement, upon its approval by the Court, regardless of whether he or she cashes any payment received as a result of this Settlement. The Parties also agree that no Aggrieved Employee has the right to object to the terms of this Settlement.

6. **Settlement Administration.**

(a) The Parties will retain Phoenix Class Action Administration Solutions to serve as the Administrator.

(b) The Administrator shall establish a Qualified Settlement Fund pursuant to 26 U.S.C. section 486B, make all payments required by this Agreement, handle all required tax withholding and reporting related thereto to the extent necessary, and issue all appropriate tax forms to Plaintiffs, Plaintiffs' Counsel, Aggrieved Employees, and LWDA resulting from the settlement payments under this Agreement. The Administrator is solely responsible for issuing all the required tax forms under this Agreement.

7. **Settlement Payments.**

(a) **Gross Settlement Amount.** In consideration of, and subject to, the promises, terms, and conditions set forth in this Agreement, Defendant shall pay the maximum gross sum of $215,000 ("Gross Settlement Amount") in the manner and method set forth herein. Unless Defendant elects to increase the Gross Settlement Amount in accordance with the Escalator Clause set forth below, nothing in this Agreement shall require Defendant to pay, or make Defendant liable for, more than the Gross Settlement Amount to settle the Lawsuit and all claims alleged therein.

(b) **Allocation of Gross Settlement Amount.** The Gross Settlement Amount shall consist of the following: (i) award of attorneys' fees to Plaintiffs' Counsel ("Plaintiffs' Counsel Fees Payment"); (ii) award of litigation costs and expenses to Plaintiffs' Counsel ("Plaintiffs' Counsel Litigation Expenses Payment"); (iii) enhancement payments to Plaintiffs ("Service Payments"); (iv) payment of the administration costs and expenses to the Administrator ("Administration Expenses Payment"); and (v) payments of civil penalties to the LWDA and Aggrieved Employees ("PAGA Penalties Fund").

(i) **Plaintiffs' Counsel Fees Payment.**

(A) Plaintiffs' Counsel may submit an application to the Court for the Plaintiffs' Counsel Fees Payment not to exceed $75,250 (35% of the Gross Settlement Amount). Defendant will not oppose or object to this application. Defendant shall have no liability for attorneys' fees except as provided for in this Agreement.

(B) Any Plaintiffs' Counsel Fees Payment approved by the Court will be paid out of the Gross Settlement Amount and shall constitute full and complete satisfaction of all claims that Plaintiffs may have for attorneys' fees arising out of the Lawsuit through the Effective Date of this Agreement, including work not yet performed.

(C) This Agreement is not contingent upon the Court approving a Plaintiffs' Counsel Fees Payment in the amount set forth herein. This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve a Plaintiffs' Counsel Fees Payment that is less than the amount set forth herein. The Court's refusal to approve the requested Plaintiffs' Counsel Fees Payment does not give Plaintiffs, Aggrieved Employees, or Plaintiffs' Counsel any basis to abrogate this Settlement.

(D) If any portion of the Plaintiffs' Counsel Fees Payment is not approved by the Court, only the approved amount shall be paid, and payment of that amount shall constitute satisfaction of Defendant's obligations with respect to the Plaintiffs' Counsel Fees Payment. Any difference between the requested Plaintiffs' Counsel Fees Payment and Court-approved Plaintiffs' Counsel Fees Payment will become part of the PAGA Penalties Fund.

(ii) **Plaintiffs' Counsel Litigation Expenses Payment.**

(A) Plaintiffs' Counsel may submit an application to the Court for the Plaintiffs' Counsel Litigation Expenses Payment as reimbursement of litigation costs and expenses incurred by Plaintiffs' Counsel in connection with the Lawsuit not to exceed $15,000. Defendant will not oppose or object to this application. Defendant shall have no liability for attorneys' costs except as provided for in this Agreement.

(B) Any Plaintiffs' Counsel Litigation Expenses Payment approved by the Court will be paid out of the Gross Settlement Amount and shall constitute full and complete satisfaction of all claims that Plaintiffs may have for litigation costs and expenses arising out of the Lawsuit through the Effective Date of this Agreement, including litigation costs and expenses not yet incurred.

(C) This Agreement is not contingent upon the Court approving a Plaintiffs' Counsel Litigation Expenses Payment in the amount set forth herein. This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve a Plaintiffs' Counsel Litigation Expenses Payment that is less than the amount set forth herein. The Court's refusal to approve the requested Plaintiffs' Counsel Litigation Expenses Payment amount does not give Plaintiffs, Aggrieved Employees, or Plaintiffs' Counsel any basis to abrogate this Settlement.

(D) If any portion of the Plaintiffs' Counsel Litigation Expenses Payment is not approved by the Court, only the approved amount shall be paid, and payment of that amount shall constitute full satisfaction of Defendant's obligations with respect to the Plaintiffs' Counsel Litigation Expenses Payment. Any difference between the requested Plaintiffs' Counsel Litigation Expenses Payment and Court-approved Plaintiffs' Counsel Litigation Expenses Payment will become part of the PAGA Penalties Fund.

(iii) **Service Payments.**

(A) Plaintiffs may submit an application to the Court for the Service Payments not to exceed $10,000 to each Plaintiff (totaling $20,000) for the time and effort and risks undertaken in bringing the Lawsuit. Defendant will not oppose or object to this application.

(B) This Agreement is not contingent upon the Court approving the Service Payments in the amount set forth herein. This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve the Service Payments in an amount less than the amount set forth herein. The Court's refusal to approve the Service Payments as requested herein does not give Plaintiffs, Aggrieved Employees, or Plaintiffs' Counsel any basis to abrogate this Settlement.

(C) If any portion of the Service Payments set forth herein is not approved by the Court, no more than the approved amount shall be paid to Plaintiffs from the Gross Settlement Amount. Any difference between the requested Service Payments and Court-approved Service Payments will become part of the PAGA Penalties Fund.

(iv) **Administration Expenses Payment.**

(A) Subject to approval by the Court, the Administration Expenses Payment currently estimated at $6,000 will be paid out of the Gross Settlement Amount to cover the costs of the settlement administration process.

(B) Any Administration Expenses Payments approved by the Court will be paid out of the Gross Settlement Amount and shall constitute full and complete satisfaction of any and all administration costs and expenses incurred by the Administrator arising out of the Lawsuit through the Effective Date of this Agreement.

(C) This Agreement is not contingent upon the Court approving Administration Expenses Payment in the amount set forth herein. This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve Administration Expenses Payment in an amount that is less than the amount set forth herein. The Court's refusal to approve the Administration Expenses Payment requested does not give Plaintiffs, Aggrieved Employees, or Plaintiffs' Counsel any basis to abrogate this Settlement.

(D) If the amount of the Administration Expense Payment approved by the Court is more than the amount needed to pay the Administrator, the difference between the requested Administration Expenses Payment and Court-approved Administration Expenses Payment will become part of the PAGA Penalties Fund. If the amount of the Administration Expense Payment approved by the Court is less than needed to pay the Administrator, the difference between the requested Administration Expenses Payment and Court-approved Administration Expenses Payment will be paid out of the PAGA Penalties Fund.

(v) **PAGA Penalties Fund.** The portion of the Gross Settlement Amount remaining after the deduction of the Plaintiffs' Counsel Fees Payment, Plaintiffs' Counsel Litigation Expenses Payment, Service Payments, and Administration Expenses Payment are paid shall be designated the PAGA Penalties Fund from which payments deemed to constitute full and complete satisfaction of any and all claims for civil penalties under PAGA in the Lawsuit shall be made. Subject to approval by the Court, the PAGA Penalties Fund shall be allocated and paid as follows:

(A) **The LWDA Payment.** Sixty-five percent (65%) of the PAGA Penalties Fund will be paid to the LWDA.

(B) **Individual PAGA Payments.** Thirty-five percent (35%) of the PAGA Penalties Fund shall be designated as the Net Settlement Amount and will be paid to the Aggrieved Employees on a pro-rata basis. Each Aggrieved Employee will receive a pro-rata share of the Net Settlement Amount based on the total number of pay periods that the Aggrieved Employee worked for Defendant during the PAGA Period.

(C) The Individual PAGA Payment that each Aggrieved Employee is entitled to receive will be determined by using the formula set forth herein:

(1) Individual PAGA Payment = Net Settlement Amount x (total number of pay periods worked by the Aggrieved Employee ÷ total number of pay periods worked by all the Aggrieved Employees).

(c) **Tax Allocation.**

(i) **Payments to Plaintiffs' Counsel.** The Administrator shall issue an IRS Form 1099 to Justice Law Corporation in connection with its Plaintiffs' Counsel Fees Payment and Plaintiffs' Counsel Litigation Expenses Payment.

(ii) **Payments to the LWDA.** The sixty-five percent (65%) of the PAGA Penalties Fund payable to the LWDA shall be deemed to consist entirely of civil penalties recovered under PAGA and subject to treatment as IRS Form 1099 income. The Administrator shall be responsible for issuing any IRS Forms 1099 related to any payments to the LWDA.

(iii) **Payments to the Aggrieved Employees.** If required, an IRS Form 1099 will be issued to each Aggrieved Employee in connection with their Individual PAGA Payment. The Administrator shall be responsible for issuing any IRS Forms 1099 related to any payments to Aggrieved Employees.

(d) **Tax Liability.** Plaintiffs, Plaintiffs' Counsel, Aggrieved Employees, and applicable governmental authorities (including the LWDA) are solely responsible for all tax obligations, including all reporting and payment obligations, attributable to them that may arise as a consequence of this Agreement and payment of the amounts set forth herein. Defendant, Defendant's counsel, and Plaintiffs' Counsel make no representations as to the tax treatment or legal effect of the payments called for hereunder, and the Aggrieved Employees shall not rely on any statement or representation by Defendant, Defendant's counsel, and Plaintiffs' Counsel in this regard. The Aggrieved Employees, including Plaintiffs, are advised that they will be solely responsible for the payment of their portion of any taxes and penalties assessed on the payments described herein and will hold Defendant and Released Parties free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.

(e) **No Effect on Employee Benefits.** The payments made to Aggrieved Employees herein shall not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employees may be eligible, including, but not limited to, any profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, or other benefit plans available to the Aggrieved Employees. It is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

8. **Distribution of the Settlement Payments.**

(a) **List of Aggrieved Employees.** No later than thirty (30) calendar days following the Effective Date, Defendant shall provide the Administrator with a list of the Aggrieved Employees': (i) Social Security numbers; (ii) last known addresses; and (iii) number of pay periods worked during the PAGA Period. Defendant agrees to consult with the Administrator as required to provide the list in a format reasonably acceptable for the performance of the duties of the Administrator. The Administrator will keep the list confidential, use it only for the purposes described herein, take adequate safeguards to protect confidential or private information, and return or certify the destruction of the information upon completion of the Settlement Administration process.

(b) **Funding of the Gross Settlement Amount.** No later than one hundred eighty (180) calendar days following the Effective Date, Defendant shall deposit the Gross Settlement Amount into the Qualified Settlement Fund created by the Administrator.

(c) **Disbursing the Settlement Payments.** No later than fourteen (14) calendar days of the funding of the Gross Settlement Amount, the Administrator will disburse the settlement payments set forth herein to the appropriate entities or persons. The Administrator shall first obtain approval of the calculations from all counsel before disbursing the payments.

(d) **Payment of the Individual PAGA Payments.**

(i) The Individual PAGA Payments will be paid in the form of a check to be mailed to each Aggrieved Employee at their last known address. Each Individual PAGA Payment will be accompanied by an explanatory letter substantially in the form attached hereto as **Exhibit A**.

(ii) The checks mailed to Aggrieved Employees will remain negotiable for one hundred eighty (180) calendar days after the date of their issuance ("Check Stale Date"). Any checks sent to the Aggrieved Employees that are not cashed, deposited, or negotiated after the Check Stale Date will be void. Following the Check Stale Date, the amount of uncashed checks sent to the Aggrieved Employees will be directed to the California Controller's Unclaimed Property Fund in the name of the employee.

(iii) Any checks sent to the Aggrieved Employees that are returned as undeliverable on or before the Check Stale Date will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Administrator will attempt to determine the correct address using a skip trace or other reasonable method and will then perform a single remailing.

(iv) Any Aggrieved Employee who cannot be located after the above procedures are followed will continue to be bound by this Agreement. The funds associated with such Individual PAGA Payments will be directed to the California Controller's Unclaimed Property Fund in the name of the employee.

9. **Release.**

(a) **Released Parties.** The Released Parties include Defendant and its past and present related entities, parents, subsidiaries, affiliates, divisions, predecessors, successors, assigns, officers, directors, owners, employees, partners, shareholders, agents, attorneys, insurers, assigns, or legal representatives, if any, and/or any other entity or individual that could be liable for the acts or omissions of Defendant in relation to the Released PAGA Claims.

(b) **Release of the PAGA Claims.** Upon Defendant's funding of the Gross Settlement Amount, Plaintiffs, LWDA, and all Aggrieved Employees shall fully release and forever discharge any and all claims against the Released Parties arising during the PAGA Period for civil penalties under PAGA that were alleged or could have been alleged in the Lawsuit and/or the PAGA Notice ("Released PAGA Claims"). The Released PAGA Claims include, but are not limited to, claims for PAGA penalties for the alleged violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, as well as all applicable Industrial Welfare Commission Wage Orders (as codified in the Code of Regulations), and claims for attorneys' fees, costs, or interest resulting therefrom. Upon Defendant's funding of the Gross Settlement Amount, Plaintiffs, Aggrieved Employees, and State of California will be forever barred from pursuing against Defendant and Released Parties any and all claims for PAGA civil penalties under the Labor Code, Industrial Welfare Commission's wage orders, and/or other provisions of law that were alleged or that could have been alleged in this Lawsuit and/or PAGA Notice with respect to the Aggrieved Employees.

10. **Preclusive Effect of this Settlement Agreement and Approval**. The terms of this Settlement Agreement and Order and Judgment are binding on Plaintiffs, State of California, and all Aggrieved Employees, as well as their respective heirs, executors and administrators, successors and assigns, and any other persons or entities acting on their behalf, and those terms shall have res judicata, collateral-estoppel, and other preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons, to the extent that those claims, lawsuits, or other proceedings constitute the Released PAGA Claims as set forth herein. Notwithstanding any other provision in this Settlement Agreement, this Settlement Agreement and Order and Judgment in this Lawsuit may be filed in any action against or by Defendant or Released Parties to support a defense of res judicata, collateral estoppel, release,

waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

11. **Acknowledgement of a Fair and Reasonable Agreement.** The Parties arrived at this Agreement after arm's-length negotiations between experienced counsel. Each of the Parties acknowledges, agrees, and believes that this Agreement is adequate and reasonable. The Parties acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement. Each Party to this Agreement agrees and represents that it has investigated the facts relevant to this Agreement and all matters pertaining thereto to the full extent that each Party deems necessary. The Parties agree that this Agreement reflects their good faith compromise of the claims raised in the Lawsuit based on their assessment of the mutual risks and costs of further litigation and assessments of their counsel.

12. **Confidentiality.** With the exception of requirements related to filing the necessary documents to grant this Agreement, the Parties and their counsel will keep confidential the facts relating to the existence of this Agreement, negotiations leading to the execution of this Agreement, terms of this Agreement, and alleged factual basis for the claims, if any. Neither the Parties nor their counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or through any social media, or publicize the settlement or communicate its terms in public or in private unless ordered by the Court. However, for the limited purpose of establishing adequacy of counsel in future actions, Plaintiffs' Counsel may reference the Lawsuit only by name and case number in a declaration establishing adequacy as class or representative counsel.

13. **Nullification of this Settlement.** If the Court does not grant approval of this Settlement or conditions its approval on any material change to this Settlement other than a change to the Gross Settlement Amount, the Parties will expeditiously work together, and in good faith, to modify this Settlement and satisfy the Court's issues. In the event that: (a) the Court does not approve this Settlement as provided herein following modification subject to this section; or (b) this Settlement does not become final for any other reason, then this Settlement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions before this Settlement was executed. If any Administration Expenses Payment are due and payable, the Parties agree to split those costs equally.

14. **Waiver of Appeal Rights.** By accepting this Settlement and upon the Court granting approval of this Settlement, Plaintiffs and Plaintiffs' Counsel waive any and all rights that they may have to appeal any judgment, ruling, or order made by the Court. The waiver of appeal also includes all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, a motion for relief, and any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings. If an appeal is taken from the approval, the Parties' obligations to perform under this Settlement will be suspended until such time as the appeal is finally resolved and approval becomes final.

15. **Duty to Cooperate.** Each Party agrees that it will abide by this Agreement and that the Parties and their counsel will cooperate to effect the implementation of this Agreement. The Parties pledge their good faith and fair dealing in supporting the approval of this Agreement by the Court. If the Parties are unable to reach an agreement on the form or content of any document needed to implement this Agreement or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of the mediator who facilitated the negotiations. If the Parties cannot resolve their dispute with the assistance of the mediator, the Parties may seek the assistance of the Court.

16. **Governing Law and Interpretation.** This Agreement shall be governed in accordance with the laws of the State of California. This Agreement shall be interpreted per the plain meaning of its terms and shall not be strictly interpreted for or against any of the Parties to this Agreement. Given that all Parties hereto had the opportunity to draft, review, and edit the language of this Agreement, the Parties expressly waive the benefit of any legal principle or rule that provides that the language of a contract should be interpreted against the Party who caused the uncertainty to exist in cases of uncertainty.

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

18. **Authorization of Counsel.** The Parties' counsel warrant and represent that they are authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate its terms.

19. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures sent by facsimile transmission or scanned e-mail transmission and electronic signatures have the same force, validity, and effect as original signatures.

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

21. **Ownership of the Claims.** The Parties represent that they have not directly or indirectly transferred, assigned, encumbered, or purported to transfer, assign, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right herein released and discharged.

22. **Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the Parties and their agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, heirs, executors, administrators, insurers, and successors in interest.

23. **Continuing Jurisdiction of the Court.** Pursuant to Code of Civil Procedure section 664.6, the Court shall retain continuing jurisdiction over the Lawsuit and Parties to the fullest extent necessary to enforce and effectuate the terms and intent of this Agreement.

24. **Captions.** The captions and section numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Settlement Agreement.

25. **Amendment and Modification.** This Agreement may not be modified, altered, or changed, except by a written instrument signed by either the Parties or their successors-in-interest or counsel for all Parties and approved by the Court.

26. **Admissibility of this Agreement.** Pursuant to Evidence Code section 1123, the Parties agree that this Agreement is admissible for the purposes of proving up and or enforcing the terms of the Agreement.

27. **No Representations.** Except as expressly set forth herein, the Parties acknowledge that no representation of any kind or character has been made to induce the execution of this Settlement Agreement.

28. **Authority to Enter this Agreement.** Each Party represents and warrants that it has the right and authority to execute this Agreement.

29. **Attorneys' Fees.** Except as set forth in this Agreement, each side shall bear its own costs and attorneys' fees.

30. **Escalator Clause.** If it is determined that the number of pay periods within the PAGA Period exceeds 5,800 by more than ten percent (10%) (*i.e.*, exceeds 6,380 pay periods), then, at Defendant's option, either: (a) the Gross Settlement Amount shall increase proportionally over the ten percent (10%) increase (*i.e.*, if the number of pay periods increases by 11%, then the Gross Settlement Amount will increase by 1%); or (b) the PAGA Period will end on the date that the number of pay periods exceeds 6,380 pay periods.

* * *

IN WITNESS WHEREOF, the Parties knowingly and voluntarily accept the terms of this Settlement Agreement by affixing their signatures below.

Dated: 12/05/2025

Scout Wardlaw

By: Scout Wardlaw

Dated: 11/27/2025

Mackenzie Chase

By: Mackenzie m Chase

Dated: 12/05/2025

Justice Law Corporation [Approving as to Form Only]

By: D. Han

Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Jamie Nguyen, Esq.
Attorneys for Plaintiffs

Dated: 12/9/2025

Dioji, Inc. dba Dioji K-9 Resort & Athletic Club

By: DocuSigned by: bryce wendel 13D5DBFFEBA7409...

On behalf of Dioji, Inc. dba Dioji K-9 Resort & Athletic Club

Dated: 12/9/2025

Mullen & Henzell L.L.P. [Approving as to Form Only]

By: Christina M. Behrman

Rafael Gonzalez, Esq.
Christina M. Behrman, Esq.
Attorney for Defendant

EXHIBIT A

NOTICE OF PAGA SETTLEMENT

Wardlaw v. Dioji, Inc. DBA Dioji K-9 Resort & Athletic Club
Superior Court of California, County of Ventura
Case No. 2024CUOE028009

Dear [Aggrieved Employee's Name]:

Enclosed with this letter is a settlement check being paid to you pursuant to the settlement of the lawsuit filed in the Superior Court of California, County of Ventura, entitled *Wardlaw v. Dioji, Inc. DBA Dioji K-9 Resort & Athletic Club*, Case Number 2024CUOE028009 ("Lawsuit"). You have been identified as one of the employees on whose behalf the Lawsuit was brought.

I. The Lawsuit

Scout Wardlaw, a former employee of Dioji, Inc. dba Dioji K-9 Resort & Athletic Club ("Dioji"), commenced the Lawsuit by filing a complaint pursuant to Labor Code section 2698 (Private Attorneys General Act of 2004 ("PAGA")). The Lawsuit was brought on behalf of the State of California and all current and former hourly-paid or non-exempt employees who worked for Dioji within the State of California at any time during the period from February 15, 2024, through February 4, 2026 ("Aggrieved Employees," and "PAGA Period").[1]

Plaintiffs claim that Dioji owes civil penalties under PAGA for alleged violations of the Labor Code. Dioji disputes all of the allegations and denies that it engaged in any of the alleged misconduct. In agreeing to settle, Dioji does not admit that it is liable in any way to current or former employees for any violations of the Labor Code, or for any penalties, and has denied and disputed all of the contentions in the Lawsuit. The merits of the Lawsuit have not been determined. On ___________, the Court approved a settlement of the Lawsuit.

II. Why This Settlement Check Is Being Sent to You

The settlement approved by the Court involves payment of civil penalties. A portion of the civil penalty settlement amount will go to the State of California's Labor and Workforce Development Agency ("LWDA"). Another portion of the civil penalty settlement amount will go to the Aggrieved Employees. The enclosed settlement check is being sent to you because you have been identified as an "Aggrieved Employee."

III. How the Amount of Your Settlement Check Was Determined

The enclosed settlement check was calculated based on the number of pay periods that you worked for Dioji during the PAGA Period relative to all the other Aggrieved Employees. Your settlement check will remain negotiable for one hundred eighty (180) calendar days after its mailing ("Check Stale Date"). The Check Stale Date is __________. If your settlement check is not

[1] Mackenzie Chase, another former employee, was added to the Lawsuit. Scout Wardlaw and Mackenzie Chase are collectively referred to as "Plaintiffs".

cashed, deposited, or negotiated within this timeframe, it will be voided. The uncashed amount will then be directed to the California Controller's Unclaimed Property Fund in your name.

If you are still employed by Dioji, your decision to cash the check will not affect your employment in any way.

IV. Consequences of the Settlement

While you were not a party to the Lawsuit, you and the State of California are bound by the judgment that has been approved by the Court, including the release contained in the settlement. The release includes any and all claims against the Released Parties arising during the PAGA Period for civil penalties under PAGA that were alleged or could have been alleged in the Lawsuit and/or the PAGA Notice ("Released PAGA Claims"). The Released PAGA Claims include, but are not limited to, claims for PAGA penalties for the alleged violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, as well as all applicable Industrial Welfare Commission Wage Orders (as codified in the Code of Regulations), and claims for attorneys' fees, costs, or interest resulting therefrom. Upon Dioji's funding of the Gross Settlement Amount, Plaintiffs, Aggrieved Employees, and State of California will be forever barred from pursuing against Dioji and Released Parties any and all claims for PAGA civil penalties under the Labor Code, Industrial Welfare Commission's wage orders, and/or other provisions of law that were alleged or that could have been alleged in this Lawsuit and/or PAGA Notice with respect to the Aggrieved Employees.

The Released Parties include Dioji and its past and present related entities, parents, subsidiaries, affiliates, divisions, predecessors, successors, assigns, officers, directors, owners, employees, partners, shareholders, agents, attorneys, insurers, assigns, or legal representatives, if any, and/or any other entity or individual that could be liable for the acts or omissions of Dioji in relation to the Released PAGA Claims.

V. Taxation of Your Individual PAGA Payment

You will be issued an IRS Form 1099 in connection with the funds paid to you via the enclosed settlement check. However, you are solely responsible for all the tax obligations attributable to you that may arise as a result of receiving the settlement check. If you have any tax-related questions regarding your receipt of the enclosed settlement check, you should direct them your own tax advisor.

VI. Where to Get More Information

Do not call or contact the Court about this letter. If you have questions about the settlement, you may contact the third-party Administrator __________ at __________.

Dated: INSERT DATE

PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103 and my electronic service address is nalonsoesteban@justicelawcorp.com.

On February 9, 2026, I served the foregoing document described as

SETTLEMENT AGREEMENT

for the following case: **Wardlaw v. Dioji K-9 Resort & Athletic Club**
LWDA/Court Case No.: **LWDA Case No.: LWDA-CM-1028083-24**
Court Case No.: 2024CUOE028009
Ventura County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION
Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE
I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 9, 2026, at Pasadena, California.

Noelia Alonso Esteban