BOKHOUR LAW GROUP, P.C.
Mehrdad Bokhour, Esq. (CA Bar No. 285256)
mehrdad@bokhourlaw.com
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861

FALAKASSA LAW, P.C.
Joshua S. Falakassa, Esq. (CA Bar No. 295045)
josh@falakassalaw.com
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067
Tel: (818) 456-6168; Fax: (888) 505-0868

Attorneys for Plaintiffs, the Putative Class,
and the Allegedly Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

DENISE WADLEY and ASHLIE DUTRA, on behalf of themselves and all others similarly situated, Plaintiffs, v. GOLDEN STATE ORTHOPEDICS & SPINE, a Delaware Corporation; and DOES 1-50, inclusive. Defendant.	Case No.: 24CV081426 *Assigned to Hon. Patrick McKinney* **DECLARATION OF MEHRDAD BOKHOUR IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** **[Cal. Rule Court 3.769; Cal. Lab. Code § 2699(s)(2)]** **HEARING INFO [CRS# A-81426-002]** Date: August 5, 2026 Time: 1:30 PM Dept.: 18

DECLARATION OF MEHRDAD BOKHOUR

I, Mehrdad Bokhour, say and declare as follows:

1. I am an attorney at law, duly licensed to practice before all the Courts of the State of California, and I am the principal of Bokhour Law Group, P.C., and co-counsel with Joshua Falakassa of Falakassa Law, P.C., as attorneys of record for Plaintiffs Denise Wadley and Ashlie Dutra, the Settlement Class, and the allegedly Aggrieved Employees. As such, I am familiar with the file in this matter, and if called as a witness, I could and would competently testify to the following facts of my own personal knowledge.

Class Counsel Are Experienced Class Litigators

2. I graduated with a Bachelor of Arts degree in Political Science from the University of California, Berkeley, in 2007. I received my J.D. from Loyola Law School—Los Angeles in 2012 and became a member of the California State Bar in December 2012.

3. Before beginning my legal career, I served as a judicial extern for the Honorable Justice Fred Woods of the Second District Court of Appeal, Division Seven. I was also an appellate law clerk at Greines, Martin, Stein & Richland LLP.

4. I have been a member, in good standing, of the State Bar of California since 2012. I am admitted to practice before all California state courts, the U.S. Court of Appeals for the Ninth Circuit, the U.S. District Court for the Central District of California, Eastern District of California, and Southern District of California, and have litigated class action and Private Attorneys General Act ("PAGA") representative action cases in various courts in California.

5. I have handled approximately 300 employment litigation matters during my eleven years in practice. Over the last ten years, my practice has exclusively represented employees, most of whom were represented in class-action and representative-action wage-and-hour matters. I have been appointed by various courts as class counsel and have received final court approval and judgment in numerous class actions. I anticipate receiving final approval in many more in the future.

6. As part of these settlements and judgments, I have recovered at least 50 million dollars in damages for my clients and the class members (who often work as essential workers,

nurses, technicians, warehouse workers, truck drivers, sales, and countless other trades).

7. I was selected as a "Super Lawyer Rising Star" in Employment Litigation from 2017 through 2022 and as a "Super Lawyer" in 2023 through 2026. This distinction is reserved for the top 2.5% of lawyers in the practice area. I have also been recognized by TopVerdicts.com for achieving several of the top wage-and-hour class-action settlements and PAGA actions in California.

8. I have attended numerous Continuing Legal Education courses on employee advocacy.

9. My firm has the experience, resources, and means necessary to allow us to provide adequate representation to all Settlement Class Members in this Action.

10. Currently, my firm is acting as co-counsel in at least twenty-five wage and hour class actions.

11. Class Counsel are respected members of the California Bar with strong records of vigorous and effective advocacy for their clients, and they are experienced in handling complex class action litigation. Both Class Counsel and Plaintiffs were prepared to litigate the claims in this action, but they strongly and unequivocally support the proposed Settlement as being in the best interest of the Settlement Class based on the circumstances referenced herein.

12. In the opinion of Class Counsel, the recovery for each Settlement Class Member is well within the acceptable range for this type of action. This Settlement is also favorable, as the Settlement Class will promptly receive compensation rather than face the uncertainties inherent in further litigation and the years-long wait for this action to be tried. It is also telling that the Settlement Class has overwhelmingly supported the Settlement on the terms set forth in the Settlement Agreement. No Settlement Class Member has objected to the class-wide Settlement obtained in this matter, and only one Settlement Class Member requested exclusion. Based on all considerations, this Settlement is highly favorable and is in the best interests of the Settlement Class.

13. In sum, all relevant factors support final approval of the Settlement. The parties negotiated at arm's length under the supervision of an experienced and well-respected mediator.

Class Counsel also extensively investigated, discovered, and analyzed class claims. Moreover, Class Counsel, experienced class action litigators, strongly believe that this Settlement provides an excellent result for the Settlement Class. Lastly, the fact that no objections were filed seeking denial of final approval and that only one individual requested exclusion from the Settlement weighs strongly in favor of approving the Settlement. For these reasons, this Court should conclude that under the circumstances of this case, the proposed Settlement is fair, adequate, and well within the range of reasonableness.

The Proposed Enhancement Award to Plaintiffs as Class Representative is Reasonable

14. Plaintiffs and Class Counsel request that the Court finally approve a Class Representative Service Payment of $10,000 to each Plaintiff in recognition of the time, effort, and risks they undertook in participating in this Action. Because a named Plaintiff is an essential ingredient of any class action, a service payment is appropriate to induce individuals to step forward and assume the burdens and obligations of representing the Settlement Class. In determining whether a service payment is reasonable, courts consider, among other things, the actions the Plaintiffs took to protect the interests of the Settlement Class, the benefits conferred upon the Settlement Class, the time and effort expended by the Plaintiffs, and the risks assumed in serving as class representatives.

15. Throughout this litigation, Plaintiffs actively assisted Class Counsel in investigating and prosecuting this Action. Plaintiffs provided documents and other relevant information, spent numerous hours educating Class Counsel regarding Defendant's operations and timekeeping practices, communicated regularly with counsel regarding the progress of the case, and participated in the mediation that ultimately resulted in the Settlement. Plaintiffs remained available throughout the litigation to answer questions, provide additional information, evaluate settlement proposals, and otherwise assist Class Counsel in achieving a favorable resolution on behalf of the Settlement Class. The requested Class Representative Service Payment is consistent with service awards approved in similar wage and hour class actions. Based on Class Counsel's experience, service awards commonly range from $5,000 to $40,000. Defendant does not object to the requested $10,000 Class Representative Service

Payment for each Plaintiff.

16. The requested service payment is intended to compensate Plaintiffs for their substantial contributions to this litigation, the significant time and effort they devoted to assisting Class Counsel, the risks they assumed by serving as Class Representatives, including the potential for retaliation, reputational harm, and liability for Defendant's costs, and the broader general release they are providing as part of the Settlement. In light of Plaintiffs' efforts and the substantial benefits obtained for the Settlement Class, the requested Class Representative Service Payment of $10,000 to each Plaintiff is fair, reasonable, and well deserved.

<u>The Requested Attorneys' Fees and Costs are Fair, Reasonable, and Appropriate</u>

17. Class Counsel's application for an award of Attorneys' Fees in an amount of approximately 33.33% of the Settlement Amount on behalf of the Settlement Class is reasonable and fair. The requested fee falls at the lower end of the Ninth Circuit's historical benchmark for attorneys' fees, 20% to 40% of a common fund. It is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a contingent basis.

18. For Class Counsel, the fees here were wholly contingent in nature, and the case presented far more risk than the usual contingent fee case. There was the prospect of the enormous costs inherent in class-action litigation and a long battle with the corporate Defendant. That prospect has become a reality in trial courts and the Court of Appeal in other wage-and-hour class actions. Class Counsel risked not only a great deal of time but also a great deal of expense to ensure the successful litigation of this action on behalf of all Settlement Class Members. Based upon the foregoing, Class Counsel respectfully requests that the Court award Attorneys' Fees in the amount of $485,000 and costs incurred in the amount of $19,153.05.

19. Class Counsel will collectively work approximately 302 hours on this case. Class Counsel's hourly rate, in this case for Mehrdad Bokhour, is $750 per hour, and my co-counsel, Joshua Falakassa, worked approximately 146.5 hours on this case at an hourly rate of $725. Accordingly, this results in a total lodestar amount of $222,837.50, summarized in the following table. The hourly rates above are comparable to those of other attorneys with

comparable experience. The requested fee represents a 2.17 multiplier applied to the combined lodestar, which is well within the range courts regularly approve.

Attorney	Experience	Hourly Rate	Hours	Total Lodestar
Mehrdad Bokhour	13 years	$750	155.5[1]	$116,625.00
Joshua Falakassa	12 years	$725	146.5	$106,212.50
Total Lodestar				**$222,837.50**

20. The ultimate result was far from certain. When this case was taken on a contingency fee basis, the firm agreed to assume responsibility for all litigation costs. In the course of this Action, Class Counsel paid all costs, including filing, court, research, and mediation fees. There was never a guarantee that we would recoup those expenditures.

21. It has been my experience that the benchmark for an attorney's fee award in California state cases is one-third of a common fund. Here, Class Counsel requests 33.33% of the Settlement Amount.

22. The fee is warranted because of the results achieved for the Settlement Class Members, both in terms of the immediate cash settlement and the fact that the Settlement Class Members resoundingly supported the Settlement. Defendant does not oppose this fee request.

23. As of the date of this Declaration, Class Counsel has incurred litigation costs totaling $19,153.05, itemized as follows

(1)	LWDA Filing Fee	$75
(2)	Mediation	$10,000
(3)	Expert Fees	$7,120
(4)	Filing Fees	$1,871.05
(5)	Service of Process	$87
	Total	$19,153.05

24. The LWDA's confirmation of receipt of this settlement and motion for final approval are attached hereto as **Exhibit "A."**

[1] Includes an estimated 10 hours of additional work preparing for and attending the hearing (inclusive of finalizing and filing the motion, appearing at the hearing, addressing the Court's questions/concerns, submitting revised documents, responding to class members who are anxious to receive their check, and so on), as well as 20 hours in anticipated work to be performed after the final approval, working with counsel, administrator, and Class Members (which includes up to 1.5 years of case management relating to ensuring timely payment from Defendant, reviewing the calculations, checks are timely mailed, responding to class members' questions about the timing of checks/missing checks/lost checks and remailings, working with the administrator regarding uncashed checks and remailings, assisting with the Administrator's declarations regarding payments and uncashed checks, potentially filing an amended judgment, appearing at the final disbursement hearing and/or submitting paperwork related thereto).

25. A true and correct copy of the Settlement Agreement is attached as **Exhibit "B**."

26. Plaintiffs and the Class Members are individuals who are or were employed by Defendant as non-exempt employees in California at any time from June 27, 2020, through November 30, 2025. The primary claims, which Defendant disputes, involve allegations that the Defendant (1) failed to pay all minimum and overtime wages owed due to their unlawful alternative work schedule, and failure to properly calculate the "regular rate of pay," (2) failed to provide compliant meal and rest periods or pay compensation in lieu thereof at the "regular rate of pay", (3) failed to reimburse for necessary business expenditures, (4) failed to provide complete and accurate itemized wage statements, (5) failed to provide timely pay upon separation of employment, and (6) claims for civil penalties under the PAGA arising from the alleged Labor Code violations.

27. The proposed Settlement was the product of arm's length negotiations, including a full-day mediation before experienced class action mediator: Todd Smith, Esq.

28. Plaintiffs and Class Counsel have diligently investigated the claims raised in this litigation and, after taking into account the disputed factual and legal issues involved in this action, the risks attending further prosecution, and the benefits to be received pursuant to the compromise and settlement of the Action as set forth in the Settlement, concluded that the Settlement terms are fair, reasonable, and in the best interest of the Settlement Class.

29. As the Settlement Agreement reveals, there is no preferential treatment for any segment of the Settlement Class, as the Settlement is designed to fairly and adequately compensate all Settlement Class Members. Pursuant to California Rules of Court Rule 3.769(b), the parties have disclosed the agreed-upon and proposed Attorneys' Fees, which are well within the range of reasonableness for matters of this nature.

30. As set forth at the time of preliminary approval, Class Counsel's investigation into the facts and merits of the wage and hour claims alleged included analyzing substantial amounts of information, correspondence, documents, timekeeping and pay data, policies and procedures, and evidence relating to the class size and the commonality of the claims. During this process, Plaintiffs and Class Counsel investigated the potential claims of similarly situated employees and

researched Defendant's defenses. Finally, Class Counsel synthesized and analyzed information provided by Defendant regarding the total number of Settlement Class Members, the number of current and former employees, and the number of employees who worked during various time periods, and prepared comprehensive damages calculations for the wage-and-hour claims at issue.

31. In light of the uncertainties of protracted litigation, this negotiated Settlement reflects the best practicable recovery for the Settlement Class. While the total Settlement amount is, of course, a compromise figure, the potential risks and opportunities for both parties were weighed, resulting in a fair and equitable Settlement. Based on detailed data obtained through discovery and information exchanges, and factoring in claim certification and liability probabilities, Class Counsel formulated detailed damages models to evaluate the claims in preparation for mediation and to reach a realistic and reasonable resolution. Of course, Defendant denies that any damages should be assessed and denies all of the value assessed by Plaintiffs.

32. Moreover, as further detailed in Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, Defendant strongly disputed the merits of the case and the damages on several grounds.

33. The Settlement should be approved, and judgment entered based on the determination that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.

34. In compliance with California Rules of Professional Conduct section 1.5.1, Plaintiffs signed a fee split agreement that provides that fees will be allocated between Class Counsel as follows: fifty percent (50%) to the Bokhour Law Group, P.C., and fifty percent (50%) to Falakassa Law, P.C.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct, this 10th day of July 2026, at Los Angeles, California.

Mehrdad Bokhour

EXHIBIT “A”

EXHIBIT “B”

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs Denise Wadley and Ashlie Dutra (collectively, "Plaintiffs") and Defendant Golden State Orthopedics & Spine (f/k/a Muir Orthopaedic Specialists) ("Defendant"). The Agreement refers to Plaintiffs and Defendant collectively as "Parties" or individually as a "Party."

1. DEFINITIONS.

1.1 "Action" means the Plaintiffs' lawsuit alleging wage and hour violations against Defendant, captioned *Denise Wadley, on behalf of herself and all others similarly situated v. Golden State Orthopedics & Spine et al.*, initiated on June 27, 2024, and pending in the Superior Court of the State of California, County of Alameda, Case No. 24CV081426.

1.2 "Administrator" means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses, in accordance with the Parties' agreement that such fees and expenses will not exceed $17,500.

1.4 "Class" or "Settlement Class" means all individuals who are or were employed by Defendant as non-exempt employees in California during the Class Period.

1.5 "Class Counsel" means Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C.

1.6 "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" refer to the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and actual out-of-pocket litigation expenses, respectively, incurred to prosecute the Action, subject to the cap on the Class Counsel Fees Payment as described in Section 3.2.2 herein.

1.7 "Class Data" means, for each Class Member, that person's name, last-known mailing address, social security number, and number of class period workweeks and PAGA pay periods, based on information within Defendant's possession.

1.8 "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a PAGA Member).

1.9 "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.10 "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.11 "Class Period" means the period from June 27, 2020, through November 30, 2025.

1.12 "Class Representatives" means the named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as Class Representatives.

1.13 "Class Representatives Service Payment" means the payments to the Class Representatives for initiating the Action and providing services in support of the Action.

1.14 "Court" means the Superior Court of California, County of Alameda.

1.15 "Defense Counsel" means Kate LaQuay of Munck Wilson Mandala, LLP.

1.16 "Effective Date" means the date by which both of the following have occurred: (a) the Court enters a Final Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members object(s) to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur. For the avoidance of doubt, the Parties intend that the Settlement will not be effectuated until the Court's order approving the Settlement is final, without the possibility of further recourse by an appellant or objector who seeks to contest the Settlement, or any aspect of it.

1.17 "Final Approval" means the Court's order granting final approval of the Settlement.

1.18 "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.19 "Final Judgment" means the Order of Final Approval and Judgment entered by the Court upon Granting Final Approval of the Settlement.

1.20 "Gross Settlement Amount" means $1,455,000, which is the total amount Defendant agrees to pay under the Settlement. As provided in more detail below, the Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representatives Service Payment, and the Administration Expenses Payment. Defendant shall be separately responsible for the cost of their share of employer-side payroll taxes. The Settlement is non-reversionary.

1.21 "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks that person worked during the Class Period.

1.22 "Individual PAGA Payment" means the PAGA Member's pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods that person worked during the PAGA Period as compared to the number of PAGA Pay Periods worked by other PAGA Members during the PAGA Period, in settlement of the Released PAGA Claims.

1.23 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (m), to receive a portion of the PAGA Penalties.

1.24 "LWDA PAGA Payment" means 65% of the PAGA Penalties paid to the LWDA in accordance with Labor Code section 2699, subd. (m).

1.25 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, the Class Representatives' Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.

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

1.27 "Operative Complaint" means the Second Amended Class and PAGA Action Complaint filed by Plaintiffs in the Action on October 28, 2025.

1.28 "PAGA" means the Private Attorneys General Act (Labor Code § 2698 *et seq*.).

1.29 "PAGA Member" means any non-exempt employee who works or worked for Defendant in California at any time during the PAGA Period.

1.30 "PAGA Pay Period" means any pay period during which a PAGA Member worked for Defendant for at least one day during the PAGA Period.

1.31 "PAGA Period" means the period from June 27, 2023, through November 30, 2025.

1.32 "PAGA Notice" means Denise Wadley's letter to Defendant and the LWDA dated June 27, 2024, providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.33 "PAGA Penalties" means $50,000, which is the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the PAGA Members and 65% to the LWDA in settlement of the Released PAGA Claims.

1.34 "PAGA Settlement Class" means all of the PAGA Members.

1.35 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36 "Plaintiffs" refers to Denise Wadley and Ashlie Dutra, the named Plaintiffs in the Action.

1.37 "Plaintiffs' Released Claims" means the claims being released by each Plaintiff as described in Paragraph 5.1 below.

1.38 "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.39 "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.40 "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.41 "Released Parties" means (1) Defendant and all of its present, former and future owners, parents, subsidiaries, related and/or affiliated companies and entities, and any alleged joint or common employer of any Class Member with Defendant, and (2) each of its and their current, successor, former, or future shareholders, members, agents, officers, directors, managers, partners (whether general or limited), employees, representatives, joint venturers, attorneys, legal representatives, accountants, insurers, reinsurers, and (3) its and their predecessors, successors, and assigns.

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

1.43 "Response Deadline" means the date that is 45 calendar days after the Administrator mails the Notice to Class Members and PAGA Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement; or (c) fax, email, or mail any dispute concerning the calculation of their Individual Class Payment. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the date of the Response Deadline within which to postmark any Request for Exclusion, Objection to the Settlement, or dispute concerning their Individual Class Payment and as to those Class Members only, the Response Deadline shall be extended by an additional 14 calendar days.

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

1.45 "Workweek" means any week during which a Class Member worked for Defendant for at least one day (e.g., one shift) during the Class Period as reflected in Defendant's records of time that Class Members were actively working.

2. RECITALS.

2.1 On June 27, 2024, Plaintiff Wadley filed suit in Alameda County Superior Court asserting claims based on Defendant's alleged (1) failure to pay overtime wages, including but not limited to because Defendant improperly calculated the "regular rate of pay" (2) failure to provide meal periods or pay required premiums for noncompliant or missed meal periods, including based on Defendant's calculation of the premiums owed, (3) failure to provide rest breaks or pay required premiums for noncompliant or missed rest breaks, including based on Defendant's calculation of the premiums owed (4) failure to provide paid sick time and/or to pay sick wages at the correct rate of pay, (5) failure to provide complete and accurate and/or compliant itemized wage statements, (6) failure to pay all wages due upon separation of employment (whether the separation was the result of a resignation or a discharge) and/or failure to pay waiting time penalties owed, (7) failure to reimburse business expenses or losses incurred by employees, and (8) violation of California's Unfair Competition Law. On August 30, 2024, Plaintiff Wadley filed a First Amended Complaint that added a cause of action seeking PAGA penalties. On October 28, 2025, Plaintiff filed a Second Amended Complaint (the Operative Complaint) to add factual allegations regarding Defendant's alleged invalid alternative workweek schedule and added Ashlie Dutra as a co-named plaintiff.

2.2 Defendant denies the allegations in the Operative Complaint and all prior versions of the complaint, denies any failure to comply with the laws identified in the Operative Complaint or otherwise, and denies any and all liability for the causes of action, claims, or matters alleged.

2.3 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Wadley gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.4 On September 25, 2025, the Parties participated in an all-day mediation session before Todd Smith, Esq. (the "Mediation"), which culminated in the Parties reaching the settlement memorialized in this Agreement.

2.5 Prior to the Mediation, Plaintiffs obtained, through informal discovery, and analyzed a sampling of time and corresponding pay records belonging to a randomized sampling of Class Members, Defendant's relevant policies, Plaintiff Wadley's time and payroll records and wage statements, the estimated number of Class Members and workweeks worked during the Class Period through the date of the Mediation, and the estimated number of PAGA Members and Pay Periods during the PAGA Period through the date of the Mediation.

2.6 The Court has not certified any class or subclass(es) in the Action.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Defendant promises to pay $1,455,000 and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions (as defined below) of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:

3.2.1 To Plaintiffs: Class Representatives Service Payment to the Class Representatives of not more than $10,000 to each Plaintiff (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member). As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representatives' Service Payment by no later than 16 court days prior to the Final Approval Hearing. If the Court approves the Class Representatives Service Payment at an amount less than the requested amount, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Class Representatives' Service Payment to taxing authorities on an IRS Form 1099. Each Plaintiff assumes full responsibility and liability for all taxes owed on his or her respective Class Representatives' Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than $485,000 (representing 33.33% of the Gross Settlement Amount), and a Class Counsel Litigation Expenses Payment of not more than $30,000. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment; Class Counsel waive any claim to recover attorneys' fees and litigation costs from or related to the Action except as approved by the Court. The Administrator will report the Class Counsel Fees Payment and Class Counsel Expenses Payment to taxing authorities on one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class

Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless and indemnifies Defendant and Released Parties from any claim, dispute, or controversy regarding any division or sharing of the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment or otherwise with respect to the Class Counsel Fees Payment and the Class Counsel Litigation. As of the Effective Date, Class Counsel release, on behalf of their present and former attorneys, employees, agents, successors, and assigns, the Released Parties from all claims for fees and costs incurred in connection with the PAGA Notice, the Action, or the Operative Complaint.

3.2.3 To the Administrator: An Administrator's Expenses Payment not to exceed $17,500, except for a showing of good cause and as approved by the Court. To the extent the Administrator’s fees and expenses are less, or the Court approves payment of less than $17,500, the Administrator will allocate the remainder to the Net Settlement Amount.

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

3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member’s Individual Class Payment will be allocated to the settlement of wage claims (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported by the Administrator to taxing authorities on an IRS W-2 Form. 80% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for interest and penalties and other non-wage sums (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported by the Administrator to taxing authorities on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any all taxes owed on their Individual Class Payment.

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

3.2.6 To the LWDA and Covered Employees: PAGA Penalties in the amount of $50,000 will be paid from the Gross Settlement Amount, with 65% (*i.e.*,

$32,500) allocated to the LWDA PAGA Payment and 35% (*i.e.*, $17,500) allocated to the Individual PAGA Payments. The Parties agree that should the Court not approve this allocation and increase it, the Gross Settlement Amount will not be increased accordingly.

3.2.6.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing $17,500 by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period and (b) for each PAGA Member, multiplying the result by the number of that person's PAGA Pay Periods during the PAGA Period. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.6.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments to taxing authorities on IRS 1099 Forms.

3.2.7 The Parties acknowledge that the Court may not approve the specific amounts listed in Sections 3.2.1-3.2.6, above, and that such approval is not a condition of the Parties' Settlement. Further, the Parties agree that the failure of the Court to approve deductions from the Gross Settlement Amount in the specific amounts listed above shall not rescind their Settlement or be grounds for such rescission.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and PAGA Member Pay Periods. Defendant represents that the Settlement Class consists of approximately 1,072 class members who worked approximately 97,000 workweeks during the Class Period as of the September 25, 2025, mediation date. Likewise, Defendant represents that the PAGA Settlement Class consists of approximately 668 employees who worked approximately 17,124 pay periods during the PAGA Period as of the September 25, 2025, mediation date.

4.2 Class Data. No later than twenty-one (21) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform the Administrator's duties under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. The Settlement Administrator will provide Defendant with wire transfer information within three (3) days after the Final Approval. Defendant shall fund the Gross Settlement Amount within thirty (30) days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within ten (10) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representatives Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representatives Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1 The Administrator will withhold applicable payroll taxes and issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 110 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom the Class Notice was returned as undeliverable). The Administrator will send checks for Individual PAGA Payments to all PAGA Members including Non-Participating Class Members who qualify as PAGA Members (including those for whom the Class Notice was returned as undeliverable). The Administrator may send each Participating Class Member a single check combining their Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator shall tally up the sum value of the expired checks within thirty (30) days after the void date and transmit any remaining funds represented by such checks to *cy pres* recipient Legal Aid at Work. The Settlement Administrator must not distribute funds to the *cy pres* beneficiary until after the Court approves the Administrator's post-Final Judgment report, and (as may be necessary) entry of an Amended Judgment directing the Administrator to pay funds to the *cy pres* beneficiary.

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

4.4.5 The Administrator agrees to execute a separate signature page provided by Class Counsel and Defense Counsel agreeing to be bound by all applicable provisions of this Agreement.

5. RELEASES OF CLAIMS. Effective on Effective Date, Plaintiffs, Class Members, PAGA Members, and Class Counsel do and shall be deemed to have released claims against all Released Parties as follows:

5.1 Plaintiffs' Released Claims. In consideration of each Plaintiff's awarded Class Representative Service Payment (if and as approved by the Court), each Plaintiff's Individual Class Payment, and the other terms and conditions of the Settlement, each Plaintiff, on behalf of herself and her former and present spouse(s), representatives, agents, attorneys, heirs, executors, administrators, successors, and assigns, releases any and all claims, whether known or unknown, suspected or unsuspected, against Defendant and/or the Released Parties that arose on or before the date she signs this Agreement or is otherwise based on any fact, matter, act, or omission occurring before such date. Expressly excluded from Plaintiffs' Released Claims are any claims for workers' compensation benefits, unemployment insurance benefits, and any other claims that cannot be released by law. The claims, causes of action, transactions and occurrences Plaintiffs are releasing, waiving and discharging include, without limitation, any and all claims and causes of action alleging that any of the Released Parties: violated any type of written or unwritten contract, labor contract, agreement, understanding, policy, benefit, retirement, welfare or pension plan, equity, phantom stock, long-term incentive or similar deferred compensation plan, promise, covenant of any kind, including, but not limited to, any covenant of good faith and fair dealing or any employment contract between Plaintiff(s) and the Released Parties and/or any Released Party's bylaw, handbook or policy; discriminated against or harassed Plaintiff(s) on the basis of any characteristic or trait protected under any law, including, but not limited to, race, color, national origin, ancestry, ethnicity, sex, disability, religion, marital status, parental status, military status, pregnancy, genetic information, citizenship, age (including, but not limited to, claims under the Age Discrimination in

Employment Act of 1967 (as amended)), source of income, union activities, sexual orientation, gender identity, transgender status, arrest or conviction record, entitlement to benefits; retaliated against Plaintiff(s) for engaging in any whistleblowing or other protected activity, in violation of local, state or federal laws, constitutions, regulations, ordinances or executive orders, including without limitation, the California Fair Employment and Housing Act, the California Business and Professions Code and the California Constitution; retaliated against Plaintiff(s) for engaging in any protected activity in violation of local, state or federal laws, constitutions, regulations, ordinances, or executive orders; violated public policy or common law, including, but not limited to, claims for: personal injury; invasion of privacy; retaliatory or wrongful discharge; negligent hiring, entrustment, training, retention or supervision; wanton and willful conduct; defamation, libel, slander, or false light; intentional or negligent infliction of emotional distress and/or mental anguish; intentional interference with contract or business expectancy; negligence; premises liability; detrimental reliance; promissory estoppel; and/or loss of consortium to Plaintiff or any member of Plaintiff's family; violated the Family Medical Leave Act, or any similar federal, state or local law governing paid or unpaid leave, including, without limitation, the California Family Rights Act; violated the federal Fair Labor Standards Act, or any similar federal, state or local law governing the payment of wages, overtime, misclassification, reimbursement of expenses, working conditions or meal and rest breaks, including, without limitation, the California Labor Code and the Industrial Welfare Commission's Wage Orders; violated any other federal, state, local or administrative statute, regulation, ordinance, rule, policy, case law, or any common law theory of any kind; and/or are in any way obligated for any reason to pay Plaintiff(s) any damages, expenses, penalties, interest, litigation costs, attorneys' fees, wages, bonuses, commissions, incentive pay, deferred compensation, severance pay, separation pay, termination pay, any type of payments or benefits based on Plaintiff's employment or separation from employment, disability or any other employee benefits, and/or sick pay.

5.1.1 General Release. The Parties understand and agree that each Plaintiff's release of claims in Paragraph 5.1 and each of its subparagraphs includes all claims of every nature and kind whatsoever, whether known or unknown, suspected or unsuspected. It is therefore the intention of the Parties not to limit Plaintiffs' Released Claims to claims arising out of or in the scope of each Plaintiff's employment with Defendant and, instead, to make each Plaintiff's release as broad and as general as the law permits.

5.1.2 Plaintiff's Waiver of Rights under Civil Code Section 1542. With respect to each Plaintiffs' Released Claims only, the Parties stipulate and agree that each Plaintiff shall have, by operation of the Final Judgment entered by the Court, waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS

THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Each Plaintiff hereby acknowledges that by entering into this Settlement Agreement, she intends to waive and release all released claims including those that she does not know or suspect to exist in her favor at the time of the approval of this Settlement Agreement.

5.2 Release by Participating Class Members. In consideration for their awarded Individual Class Payment, Plaintiffs and all Participating Class Members, on behalf of themselves and their respective current and former representatives, agents, attorneys, heirs, executors, administrators, successors and assigns, release all claims, rights, demands, liabilities, and causes of action that were alleged, or that reasonably could have been alleged, arising out of or related to the facts, transactions, or allegations set forth in the Operative Complaint that arose at any time during, or otherwise before the end of, the Class Period including but not limited to claims for: (1) failure to pay overtime wages in violation of Labor Code §§ 510, 1194, 1197, and 1198, and applicable IWC Wage Orders; (2) failure to pay sick wages at the proper legal rate in violation of Labor Code § 246; (3) failure to provide compliant meal periods and pay meal period premiums in violation of Labor Code §§ 226.7 and 512, and applicable IWC Wage Orders; (4) failure to authorize and permit compliant rest periods and pay rest break premiums in violation of Labor Code §§ 226.7 and 516, and applicable IWC Wage Orders; (5) failure to pay all wages due during employment and at separation, including waiting time penalties, in violation of Labor Code §§ 201–204; (6) failure to provide complete and accurate itemized wage statements in violation of Labor Code §§ 226 and 226.3; (7) failure to reimburse necessary business expenses in violation of Labor Code §§ 2802–2804; (8) unfair, deceptive, fraudulent, or otherwise unlawful business practices in violation of California Business & Professions Code §§ 17200–17210; and (9) all related or similar claims for damages, liquidated damages, punitive damages, restitution, penalties, interest, attorneys' fees, and costs, or other relief of any kind, whether arising under federal, state, or local law, rule, or regulation (including without limitation the Fair Labor Standards Act, and California Labor Code Section 511), and whether arising in law or in equity, in an administrative, arbitral, or a judicial forum.

5.3 Release by Plaintiffs and LWDA. As of the Effective Date, Plaintiffs, acting as authorized proxies and agents of the LWDA/State of California, release and settle the LWDA's/State's claims for civil penalties under PAGA based on the facts and violations described in the PAGA Notice and arising during the PAGA Period, against the Released Parties.

5.3 Certain Labor Code Sections Do Not Apply to Releases. The Parties, on behalf of themselves and Plaintiffs, on behalf of all Class Members, agree that California Labor Code Sections 206.5 and 2804 do not invalidate any provision of this Agreement because, among other things, the causes of action and released claims are disputed and contested, and the Settlement was bargained for at arm's length and approved by the Court.

6. MOTION FOR PRELIMINARY APPROVAL. In accordance with the applicable rules for filing motions and based on the Court's reservation of February 25, 2026, for hearing on the motion, Plaintiffs will file a motion seeking an order granting preliminary approval of the Settlement ("Motion for Preliminary Approval") that complies with the Court's current checklist for preliminary approvals.

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare, and deliver to Defense Counsel for their review and comment no later than ten (10) calendar days before filing, all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (s)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement (including, without limitation, all costs relating to Class Notice and claims administration) and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from each Plaintiff confirming her willingness and competency to serve, averring that she is not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement, and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members, its lack of knowledge of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement, and its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (s)(1)), this Agreement (Labor Code section 2699, subd. (s)(2)); (vii) a copy of the proposed Final Judgment (Labor Code section 2699, subd. (s)(3))); and (viii) any other document, information, or submission required by the Court to be submitted in connection with motions for approval of settlements of class actions or PAGA actions.

6.2 Responsibilities of Counsel. Class Counsel is responsible for expeditiously preparing, circulating to Defense Counsel, finalizing and filing the Motion for Preliminary Approval in accordance with the deadlines provided in Section 6.1

above and as required based on the Court's setting of a hearing on February 25, 2026, on the Motion for Preliminary Approval (or any different date ordered by the Court); for appearing in Court to advocate in favor of the Motion for Preliminary Approval; for appearing in Court to advocate in favor of the Motion for Final Approval; and for appearing in Court for the post-Final Judgment compliance hearing and any other appearances required by the Court in connection with the Settlement. Class Counsel is also responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to attempt to agree on modifying the Agreement and otherwise satisfy the Court's concerns. If Class Counsel and Defense Counsel cannot reach agreement, they shall jointly raise the matter with the Court. Nothing in this subparagraph or in this Settlement Agreement requires Defendant to agree to any proposed change to the Agreement or to the terms of the settlement.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, CPT agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Administrator's Responsibilities. The Administrator will be solely responsible for: (i) preparing, printing, and disseminating the Class Notice, including by running searches to verify addresses and "skip trace" searches when necessary; (ii) promptly furnishing to all counsel for the Parties copies of any requests for exclusion, objections, and other written or electronic communications from Class Members which the Administrator receives; (iii) determining the amount of the Individual Class Payments and Individual PAGA Payments in accordance with this Agreement; (iv) keeping track of Requests for Exclusion including maintaining the original mailing envelope in which the request was mailed; (v) preparing and mailing checks or other form of payment of Class Counsel's Fees and Class Counsel's Litigation Expenses, the Class Representatives Service Payments, in accordance with this Agreement and as ordered by the Court; (vi) calculating all payroll taxes owed on the Wage Portions of the Individual Class Payments; (vii) withholding the amounts owed by the Class Members; (viii) notifying Defendant of its share of the payroll taxes; (ix) collecting and remitting to the appropriate taxing authorities Defendant's share of the payroll taxes; (x) performing all tax reporting for all payments made under this Agreement to the appropriate taxing authorities in compliance with federal, state, and local laws; (xi) and issuing required tax documents to the Plaintiffs, the Participating Class Members, and the PAGA Members; (xii) referring to Class Counsel all inquiries by Class Members regarding matters not within the Administrator's duties specified herein; (xiii) apprising counsel for the Parties of the activities of the Administrator; (xiv) maintaining adequate records of the Administrator's activities, including the dates of mailing of each Class Notice, returned mail, and communications with Class Members; (xv) confirming in writing the Administrator's completion of its duties of Settlement administration; (xvi) preparing a final report summarizing the Administrator's activities; and (xvii) such other tasks as the Parties mutually agree. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after its receipt of the Class Data, the Administrator shall notify Class Counsel (with a copy to Defense Counsel) that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods as reported by Defendant.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 15 calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to that Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate those amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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

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

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

7.5 Requests for Exclusion (Opt-Outs)

7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion no later than 45 calendar days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's first and last name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. If, pursuant to these procedures, the Administrator accepts a Request for Exclusion that lacks all the information specified in the Class Notice, then the Administrator shall notify both Class Counsel and Defense Counsel who may object to the Class Member's exclusion. The Administrator shall provide Class and Defense Counsel with information sufficient to determine the Class Member's identity. If the Parties cannot reach a resolution on whether the Class Member should be included/excluded, the Parties may raise the issue with the Court at an appropriate time and request that the Court resolve the disagreement.

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

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

7.5.5 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review Requests for Exclusion on a rolling basis to ascertain their validity. Not later than 10 calendar days after the expiration of the Response Deadline (as to all Class Members, including those to whom the deadline was extended), the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.6 Challenges to Calculation of Workweeks / PAGA Pay Periods. Each Class Member shall have 45 calendar days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator shall have the initial responsibility for resolving all disputes regarding the calculation of a Class Members Workweeks or PAGA Pay Periods. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator shall assume that Defendant's Class Data is correct, and may presume that the Workweeks and/or PAGA Pay Periods (if any) contained in the

Class Notice are correct so long as they are consistent with the Class Data. The Administrator shall inform the Parties of the Administrator's determination regarding all challenges by Class Members to the calculation of Workweeks and Pay Periods as stated in their Class Notice. If the Administrator cannot resolve a dispute based on a review of the available information, the Administrator must request a conference call with Class Counsel and Defense Counsel to discuss and resolve the dispute, which resolution shall be binding on the Class Member unless the Class Member successfully challenges that decision at the Final Approval Hearing. If the Administrator resolves the dispute without convening a conference of counsel, the Parties may appeal the Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods at the Final Approval Hearing. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representatives Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so no later than 45 calendar days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

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

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including: (i) the date, time and location for the Final Approval Hearing; (ii) links to copies of this Agreement, Motion for Preliminary Approval, the Preliminary Approval order, the Class Notice, and (as they become available) the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses

Payment and Class Representatives Service Payment, the Final Approval order and the Final Judgment; and (iii) the URL for the Court's electronic filing and calendaring system. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

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

7.8.3 Administrator's Declaration. No later than 14 calendar days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable for filing with the Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notices, the Class Notices returned as undeliverable, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attaching the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) with the Court.

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

7.8.5 Notice of Final Judgment. The Administrator will provide notice to Class Members of the Final Judgment.

8. ESCALATOR CLAUSE. The settlement is based on Defendant's representation that Settlement Class Members collectively worked approximately 97,000 workweeks (as of the September 25, 2025, mediation date) during the Class Period. If the total number of workweeks worked exceeds 109,125 (i.e., more than 12.5% above the estimated amount), then Defendant will pro-rata increase the Gross Settlement Amount by the percentage increase in excess of 12.5% of the estimated amount (i.e., if the total workweeks increase by 15%, then the GSA would be increased by 2.5%).

9. **DEFENDANT'S RIGHT TO WITHDRAW.** If ten percent (10%) or more of the Class Members validly elect not to participate in the Settlement, Defendant will have the right (but not the obligation) to rescind the Settlement, and if Defendant exercises that right, the Settlement and all actions taken in its furtherance will be null and void. Defendant must exercise this right within 21 calendar days after the Settlement Administrator notifies the parties of the number of opt-outs, which the Settlement Administrator will do within 10 calendar days after the deadline for submission of opt-outs. If Defendant exercises the right to rescind, they will be responsible for all costs of administration of the Settlement incurred through that time.

10. **MOTION FOR FINAL APPROVAL**. No later than 16 court days before the scheduled Final Approval Hearing, Plaintiffs will file with the Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (s), a Proposed Final Approval Order and a proposed Final Judgment in compliance with the Court's guidelines for approval of class settlements (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of the Proposed Final Approval Order and a proposed Final Judgment to Defense Counsel not later than ten (10) calendar days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

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

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Judgment, the Court will retain jurisdiction over the Parties, this Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment,

(ii) addressing Settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. The Parties and all Participating Class Members who did not object to the Settlement as provided in this Agreement agree not to appeal from the Final Judgment and waive all rights to appeal from the Final Approval of the Settlement unless the Court materially modifies the Settlement, except that Plaintiffs and Class Counsel may appeal from an order by the Court that reduces the amounts sought for the Class Representatives Payments or the Class Counsel Fees or Litigation Expenses Payment. Such an order or affirmance of such an order will not entitle Plaintiffs or the Class to avoid the Settlement. The Parties and their counsel may oppose any appeal, appellate proceedings, or post-judgment proceedings. Defendant has no obligation to fund the Gross Settlement Amount prior to the Effective Date (if any), including the final resolution of any appeal.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Final Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the Gross Settlement Amount or the scope of release to be granted by Plaintiffs, the Class Members, and/or the PAGA Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to attempt to address the appellate court's concerns, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representatives Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant or any Released Party that any of the allegations in the Operative Complaint or the PAGA Notice have merit or that Defendant or anyone has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. Further, Defendant specifically denies any liability, unlawful conduct or wrongdoing for any of the causes of action in the Operative Complaint, and further denies any violation of any order (including any wage order), law, statute, regulation, rule, duty or contract (including any collective bargaining agreement) on the part of Defendant or any Released Party. The Parties agree that class certification and representative treatment are for purposes of this Settlement only.

If, for any reason, the Court does not grant Preliminary Approval, Final Approval or enter a Final Judgment, Defendant reserves the right to contest certification of any Class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement, this Agreement, and/or to raise a defense based on *res judicata* or collateral estoppel).

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

12.3 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral or written representations, warranties, covenants, or inducements made to or by any Party, with the exception of the Parties' Memorandum of Understanding Re: Class Action/PAGA Settlement executed by the Parties in October 2025 ("Memorandum"). In the event of any conflict between this Agreement and the Parties' Memorandum, the terms of this Agreement shall control.

12.4 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, 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 reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.5 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement (if agreed by the Parties), submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for a mutually agreeable resolution. Nothing in this subsection requires any Party to agree to any material modification of the Agreement.

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

12.7 No Tax Advice. None of Plaintiffs, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.8 Non-disparagement. Each Plaintiff agrees not to make any statements or take any actions, from the date that she executes this Agreement, that disparages any of the Released Parties. Nothing in this Agreement, however, prevents Plaintiffs from providing truthful information or communicating with any government agency or from engaging in any other activities protected by law. In accordance with Section 1670.11 of the California Civil Code, nothing in this Agreement prevents Plaintiffs from testifying in any administrative, legislative or judicial proceeding concerning alleged criminal misconduct or sexual harassment. Nothing in this Agreement prevents or restricts the Parties from disclosing factual information related to a claim or complaint involving the acts listed in Section 1001(a) of the California Code of Civil Procedure. For purposes of this Agreement, "disparage" means making comments or statements to any person or entity that would adversely affect a Released Party's reputation.

12.9 Negotiated Settlement Agreement. Plaintiffs acknowledge and agree this Agreement constitutes a "negotiated settlement agreement" under California Government Code section 12964.5(d).

12.10 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

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

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

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

12.14 Confidentiality. Plaintiffs and their attorneys agree not to issue any press or other media releases or talk to the press or media regarding the Settlement, and Plaintiffs' attorneys agree not to publicize the Settlement on their website or social media. In addition, prior to filing of the Motion for Preliminary Approval, Plaintiffs and their attorneys agree that they will not communicate with anyone other than family members, clients, Class Members, financial advisors, retained experts, and vendors related to settlement administration, regarding the Settlement. If, before the filing of the Motion for Preliminary Approval, Plaintiffs or their attorneys disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement except as required by law or to effect the Settlement, Defendant will have the option (but not the obligation) to rescind the Settlement, which would render it null and void.

12.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152 and 1154, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement and no other purpose, will not be disclosed to third parties, and may not be used in any way that violates any existing contractual agreement, regulation, statute, or rule of court. Not later than 30 days after the date when the Court discharges the Administrator's obligation to provide declaration(s) confirming the final distribution of all Settlement funds, Plaintiffs and Class Counsel shall destroy all paper and electronic versions of Class Data (in original or summary form) provided by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement unless Defendant has requested the return to Defense Counsel (as opposed to the destruction) of such data or records.

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

12.17 Calendar Days. Unless otherwise noted, all references to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or court-recognized legal holiday, such date or deadline shall be on the first business day thereafter.

12.18 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Settlement Class:

Joshua S. Falakassa
josh@falakassalaw.com
FALAKASSA LAW, P.C.
1901 Avenue of the Stars, Suite 520
Los Angles, California 90067

Mehrdad Bokhour
mehrdad@bokhourlaw.com
BOKHOUR LAW GROUP, P.C.
1901 Avenue of the Stars, Suite 520

Los Angeles, California 90067

To Defendant:

Kate LaQuay
klaquay@munckwilson.com
MUNCK WILSON MANDALA
1925 Century Park East, Suite 2300
Los Angeles, California 90067
(310) 601-1135

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

12.20 Stay of Litigation. The Parties agree that upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree upon signing this Agreement, pursuant to California Civil Procedure Code section 583.330, to extend the date to bring a case to trial under California Civil Procedure Code section 583.310 for the entire period of this settlement process.

12/26/2025
Dated: December ___, 2025

DocuSigned by:
Denise Wadley
F8017088487F431...
Plaintiff Denise Wadley

12/23/2025
Dated: December ___, 2025

DocuSigned by:
B0B44535AA5245B...
Plaintiff Ashlie Dutra

12/29/2025
Dated: December ___, 2025

Golden State Orthopedics & Spine

DocuSigned by:
By: Steve Hammarstrom
84D7DF286E3B4A5...
Name: Steve Hammarstrom
Title: Chief Executive Officer

Approved As to Form Only:

12/23/2025
Dated: December ___, 2025

BOKHOUR LAW GROUP, P.C.

Signed by:
Mehrdad Bokhour
D8D3643F271940F...

Mehrdad Bokhour
Attorneys for Plaintiffs

12/23/2025
Dated: December ___, 2025

FALAKASSA LAW, P.C.

DocuSigned by:
Joshua Falakassa
15A628B2C5A149C...

Joshua Falakassa
Attorneys for Plaintiffs

12/29/2025
Dated: December ___, 2025

MUNCK WILSON MANDALA, LLP

DocuSigned by:
Kate LaQuay
D22E35E13A574BC...

Kate LaQuay
Attorneys for Defendant