CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Agreement) is made by and between Plaintiffs Anna Tovar and Gary Machado ("Plaintiffs," "Plaintiff Tovar," and "Plaintiff Machado") and Defendants Golden Bear PT Partners, LLC and Golden Bear Physical Therapy Sports Injury Center, Inc. ("Defendants"). The Agreement refers to Plaintiffs and Defendants as "Parties," or individually as "Party".

A. DEFINITIONS.

1. "Action" means the lawsuit alleging wage and hour violations against Defendants captioned *Tovar v. Golden Bear PT Partners, LLC, et al.* initiated by Plaintiff Tovar on September 13, 2024, as amended, and pending in the Superior Court of the State of California, County of Stanislaus (Case No. CV-24-007273) (Consolidated with Case No. CV-24-007277).

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

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

4. "Aggrieved Employee" means all current and former hourly-paid or non-exempt employees of Defendants within the State of California at any time during the PAGA Period.

5. "Class" means all current and former hourly-paid or non-exempt employees of Defendants within the State of California at any time during the Class Period.

6. "Class Counsel" means Justice Law Corporation.

7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" means the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

8. "Class Data" means Class Members' identifying information in Defendants' possession, including the Class Member's: (a) full name; (b) last-known mailing address; (c) Social Security Number; and (d) dates of employment to enable the Administrator to compute the number of Workweeks and PAGA Pay Periods.

9. "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 an Aggrieved Employee).

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

11. "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 and Spanish in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

12. "Class Period" means the period from September 13, 2020, through April 5, 2025 unless the Escalator Clause is triggered, and Defendants end the Class Period at an earlier date.

13. "Class Representatives" means the named plaintiffs in the operative complaint in the Action seeking Court approval to serve as the Class Representatives.

14. "Class Representative Service Payments" means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.

15. "Court" means the Superior Court of California, County of Stanislaus.

16. "Defendants" means Golden Bear PT Partners, LLC and Golden Bear Physical Therapy Sports Injury Center, Inc., the named defendants of the Action.

17. "Defense Counsel" means Henderson Hatfield, A Professional Corporation.

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

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

20. "Gross Settlement Amount" means $942,000 which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, Administration Expenses Payment, Individual PAGA Payments, LWDA PAGA Payment, Individual Class Payments, and employer's share of payroll taxes.

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 worked during the Class Period.

22. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of thirty-five percent (35%) of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

23. "Judgment" means the judgment entered by the Court based upon the Final Approval.

24. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled to a portion of the PAGA Penalties.

25. "LWDA PAGA Payment" means sixty-five percent (65%) of the PAGA Penalties paid to the LWDA.

26. "Net Settlement Amount" means the Gross Settlement Amount less the following payments in the amounts approved by the Court: (a) Class Counsel Fees Payment; (b) Class Counsel Litigation Expenses Payment; (c) Class Representative Service Payments; (d) Administration Expenses Payment; (e) Individual PAGA Payments; (f) LWDA PAGA Payment; and (g) employer's share of payroll taxes. The remainder is to be paid to Participating Class Members as Individual Class Payments.

27. "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.

28. "PAGA" means the Private Attorneys General Act of 2004 (Labor Code section 2698, *et seq*.).

29. "PAGA Notice" means Plaintiff Tovar's written notice sent to the LWDA and Defendants on June 26, 2024, providing notice pursuant to Labor Code section 2699.3, subd. (a).

30. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendants for at least one (1) day during the PAGA Period.

31. "PAGA Period" means the period from June 26, 2023, through April 5, 2025 unless the Escalator Clause is triggered, and Defendants end the PAGA Period at an earlier date.

32. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated sixty-five percent (65%) to the LWDA and the thirty-five percent (35%) to the Aggrieved Employees in settlement of PAGA claims.

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

34. "Plaintiffs" means Anna Tovar and Gary Machado, the named plaintiffs in the Action.

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

36. "Released Class Claims" means the claims being released as described in Section E.2. below.

37. "Released PAGA Claims" means the claims being released as described in Section E.3. below.

38. "Released Parties" means Defendants and each of their past, present and/or future subsidiaries, dbas, parents, divisions, related entities, joint venturers, and any other entities that could be considered to have jointly employed the Class Members and/or Aggrieved Employees, as well as each of their respective owners, co-employers, joint employers, agents, officers, directors, stockholders, shareholders, investors, members, principals, subsidiaries, affiliates, partners, predecessors, successors, assigns, insurers, reinsurers, employees, attorneys, agents, heirs, estates, executors, spouses, associates, representatives, administrators, fiduciaries, trustees, accountants, auditors, company-sponsored employee benefit plans of any nature, and all other legal entities affiliated with the foregoing, individually and in their representative capacities.

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

40. "Response Deadline" means sixty (60) calendar days after the Administrator mails Notice to Class 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. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

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

42. "Workweek" means any week during which a Class Member worked for Defendants for at least one (1) day during the Class Period.

B. RECITALS.

1. On June 26, 2024, Plaintiff Tovar provided written notice to the LWDA and Defendants of the specific provisions of the Labor Code she contends were violated and the theories supporting her contentions.

2. On September 13, 2024, Plaintiff Tovar filed a representative action lawsuit under PAGA in the Superior Court of California, County of Stanislaus, alleging 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, 1199, 2800 and 2802 and the IWC Wage Orders, which are generally described as the following violations: (a) failure to pay minimum and overtime wages; (b) failure to provide meal periods and rest breaks; (c) failure to timely pay wages during employment; (d) failure to timely pay wages upon separation; (e) failure to provide complete and accurate wage statements; and (f) failure to reimburse business expenses (Case No. CV-24-007277).

3. On September 13, 2024, Plaintiff Tovar filed a wage-and-hour class action lawsuit in the Superior Court of California, County of Stanislaus. The lawsuit alleged, among others, violations of: (a) Labor Code sections 510 and 1198 (unpaid overtime); (b) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (c) Labor Code section 226.7

(unpaid rest period premiums); (d) Labor Code sections 1194 and 1197 (unpaid minimum wages); (e) Labor Code sections 201 and 202 (final wages not timely paid); (f) Labor Code section 226(a) (non-compliant wage statements); (g) Labor Code sections 2800 and 2802 (unreimbursed business expenses); and (h) Business & Professions Code section 17200, *et seq.* (Case No. CV-24-007273).

4. After engaging in discovery, investigations, and negotiations, on January 28, 2025, the Parties remotely attended mediation with the mediator Brandon McKelvey that resulted in the global settlement of this matter on February 4, 2025.

5. In line with the settlement, Plaintiff Tovar filed a First Amended Complaint and Consolidated Class and Representative Action Complaint that: (a) adjusted the "class" definition; (b) adjusted the "aggrieved employees" definition; (c) added Plaintiff Machado as a named plaintiff; and (d) updated the factual allegations ("Operative Complaint").

6. Defendants adamantly deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged. Defendants have also raised various defenses to the claims. Defendants assert that they fully complied with all applicable wage and hour laws and contend that civil penalties under PAGA are not warranted. Defendants also deny that the Action is suitable for class certification. Defendants have entered into this Agreement solely for purposes of resolving this dispute to avoid costly, disruptive, and time-consuming litigation and do not admit to any wrongdoing or liability whatsoever.

7. The Parties conducted significant investigation and discovery of the facts and law both before and after the Action was filed. Defendants produced documents relating to the policies, practices, and procedures regarding reimbursement of business expenses, paying non-exempt employees for all hours worked, and meal and rest breaks along with payroll, timekeeping, and operational policies. As part of Defendants' production, Plaintiffs also reviewed time records, pay records, and information relating to the size and scope of the Class, as well as data permitting Plaintiffs to understand the number of Workweeks and PAGA Pay Periods. Plaintiffs also located and interviewed Class Members who worked for Defendants throughout the Class Period. The investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130.

8. The Court has not granted class certification.

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

C. MONETARY TERMS.

1. Gross Settlement Amount. Defendants promise to pay $942,000 as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Section D of this Settlement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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:

    a. Class Counsel. Class Counsel Fees Payment of $329,700 (35% of the Gross Settlement Amount) and Class Counsel Litigation Expenses Payment of $25,000. Defendants will not oppose requests for these payments provided they do not exceed these amounts and that Plaintiffs and Class Counsel have complied with the terms of this Agreement. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Class Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator may purchase an annuity to utilize U.S. treasuries and bonds or other attorney fee deferral vehicles for Class Counsel, if approved by the Court. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS Form 1099. Class Counsel assume full responsibility and liability for taxes owed on the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Class Counsel will hold Defendants harmless and will indemnify Defendants from any dispute, controversy, or further payment obligations regarding, related to or arising out of the receipt of, or any division or sharing of any of these payments.

    b. Plaintiffs. Class Representative Service Payments of $10,000 to each Plaintiff (totaling $20,000). Defendants will not oppose the request for the Class Representative Service Payments that do not exceed this amount and that Plaintiffs and Class Counsel have complied with the terms of this Agreement. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves the Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments. Plaintiffs will hold Defendants harmless and will indemnify Defendants from any dispute, controversy, or further payment obligations regarding, related to or arising out of the receipt of these payments.

c. Administrator. Administration Expenses Payment of $25,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than $25,000, the Administrator will retain the remainder in the Net Settlement Amount.

d. LWDA and Aggrieved Employees. PAGA Penalties of $75,000 to be paid from the Gross Settlement Amount, sixty-five percent (65%) of which ($48,750) will be allocated to the LWDA as the LWDA PAGA Payment and thirty-five percent (35%) of which ($26,250) will be allocated to the Aggrieved Employees as their Individual PAGA Payments.

   i. An Individual PAGA Payment is calculated by: (a) dividing the amount of the Aggrieved Employees' thirty-five percent (35%) share of PAGA Penalties ($26,250) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

   If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. In addition, the Administrator will report the Individual PAGA Payments on IRS Form 1099.

e. Participating Class Members. 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) multiplying the result by each Participating Class Member's Workweeks during the Class Period.

   i. Ten percent (10%) of Individual Class Payments will be allocated to the settlement of wage claims ("Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on IRS Form W-2. Ninety percent (90%) of Individual Class Payments will be allocated to the settlement of claims for interest and penalties ("Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS Form 1099. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payments.

   ii. 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.

D. SETTLEMENT FUNDING AND PAYMENTS.

1. Workweeks and PAGA Pay Periods. Based on a review of its records through the date of mediation on January 28, 2025, Defendants estimate that there are approximately 1,831 Class Members who worked a total of 114,250 Workweeks and approximately 1,012 Aggrieved Employees who worked a total of 23,553 PAGA Pay Periods.

2. Funding of Gross Settlement Amount. Defendants shall fund the Gross Settlement Amount by transmitting one-half (1/2) of the Gross Settlement Amount ($471,000) to the Administrator by February 15, 2026 or thirty (30) calendar days after Final Approval, whichever date is later. Defendants will fund the remaining one-half (1/2) of the Gross Settlement Amount ($471,000) no later than February 15, 2027 or one (1) year following the first payment date, whichever date is later. This timeline to fund the Gross Settlement Amount is critical for Defendants due to the financial hardships they have been experiencing in recent years.

3. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendants fully fund the Gross Settlement Amount, the Administrator will mail checks for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, Administration Expenses Payment, Individual Class Payments, Individual PAGA Payments, and LWDA PAGA Payment. Disbursement of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

   a. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via first-class United States Postal Service ("USPS") mail, postage prepaid. The face of each check shall state checks that are not cashed within one hundred eighty (180) calendar days after the date of mailing will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments and Individual PAGA Payments to all Participating Class Members and Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees, respectively (including those for whom Class Notices were returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the NCOA.

   b. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a USPS forwarding address. Within seven (7) calendar days of receiving a returned check, the Administrator will remail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator shall send a replacement check to any Class Member whose original check was lost or misplaced if requested by the Class Member prior to the void date.

c. For any Class Member whose check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the Boys and Girls Club of Stanislaus County (https://www.bgcstanislaus.org/), the agreed upon *cy pres* recipient, pursuant to Code of Civil Procedure section 384, subd. (b). If required by the Court, Defendants will obtain a declaration confirming the Boys and Girls Club of Stanislaus County qualifies as a *cy pres* recipient pursuant to Code of Civil Procedure section 384, subdivision (b).

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

E. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

1. Plaintiffs' Release. Plaintiffs on behalf themselves and each of their respective former, present and future spouses, children, representatives, agents, attorneys, heirs, administrators, executors, successors, and assigns generally release and discharge the Released Parties from all claims, causes of action, transactions, occurrences, obligations, liabilities and damages arising out of or otherwise relating to each Plaintiff's employment with Defendants to the fullest extent permitted by law. This includes, but is not limited to:

a. All claims that were, or could have been, alleged based on the facts contained in the Operative Complaint;

b. All PAGA claims that were, or could have been, alleged based on facts contained in the PAGA Notice and/or the Operative Complaint;

c. Those arising under:

i. Civil Rights Acts, including, the Americans with Disabilities Act; Title VII of the Civil Rights Act of 1964; Civil Rights Act of 1991; Civil Rights Act of 1866 and 1870; 42 U.S.C. section 1981 through 1988; Age Discrimination in Employment Act, as amended by the Older Workers' Benefit Protection Act of 1990 (29 U.S.C. §§ 621, *et seq.*), Equal Pay Act of 1963; and Unruh Civil Rights Act (Civ. Code § 51, *et seq.*);

ii. Consolidated Omnibus Budget Reconciliation Act of 1985; Occupational Safety and Health Act; Sarbanes-Oxley Act of 2002; Family and Medical Leave Act of 1993; Worker Adjustment and Benefit Protection Act of 1990; Fair Labor Standards Act; Executive Order 11246; and Employee Retirement Income Security Act of 1974;

iii. Fair Employment and Housing Act (Gov. Code § 12940 *et seq.*); Family Rights Act (Gov. Code § 12945.2 *et seq.*); Whistleblower Protection Act (Lab. Code § 1102.5); Occupational Safety and Health Act (Labor Code § 6300, *et seq.*); Federal and California Worker Adjustment and Retraining Notification Acts; Immigration Control and Reform Act; Federal or any State Constitution; applicable Industrial Welfare Commission Wage Order provisions; Business and Professions Code section 17200 *et seq.*; Civil Code; Labor Code;

d. Any other Federal, State, or local insurance, human rights, civil rights, wage-hour, pension or labor laws, rules and/or regulations, public policy, contract or tort laws, and any claim of retaliation under such laws;

e. Any claim under Labor Code section 132a, any claim for serious and/or willful misconduct, and any claim arising under common law including, but not limited to: (i) causes of action for wrongful termination; (ii) constructive discharge; (iii) discrimination; (iv) abusive conduct or harassment on the basis of race (including traits associated with race such as hair texture and protective hairstyle), color, religion (all aspects of religious beliefs, observance or practice including religious dress or grooming practices), sex, sexual orientation, gender (including gender identity, gender expression and transgender status), marital status, registered domestic partner status, pregnancy (including childbirth, breastfeeding or related medical condition), reproductive health decision-making, alienage, national origin (including language use restrictions and possession of a driver's license issued under Vehicle Code §12801.9), ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), age, off-duty use of cannabis, citizenship or immigration status, military or veteran status, genetic information, political affiliation, position in a labor dispute, request for or use of protected leave, domestic violence victim status, or any other basis protected by applicable Federal, State or local law; or (v) retaliation for opposing any such discrimination, abusive conduct, or harassment;

f. Negligent infliction of emotional distress; intentional infliction of emotional distress; fraudulent misrepresentation; negligent misrepresentation; fraud; invasion of privacy; false imprisonment; conspiracy to commit any act mentioned herein; personal injury; pain and suffering; medical expenses; damage to reputation; and emotional or economic injury;

g. Breach of contract (whether oral or written, express or implied); promissory estoppel; breach of the implied covenant of good faith and fair dealing; defamation; slander; libel; interference with business advantage; interference with prospective economic advantage; and interference with contractual relationship;

h. Failure to provide suitable seating; failure to timely provide documents for review and/or inspection; violation of any Federal, State, or local statute, law, ordinance, or regulation; and wrongful termination in violation of public policy; and

i. Any other action, whether cognizable in law or in equity, based upon any conduct, act, or omission by any Released Party, up to and including the date of Final Approval ("Plaintiffs' Release").

Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law Plaintiffs now know or believe to be true but agree that Plaintiffs' Release shall remain effective in all respects, notwithstanding such different or additional facts or the discovery of them.

Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

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

2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former, present and future spouses, children, representatives, agents, attorneys, heirs, administrators, executors, successors, and assigns, release and discharge the Released Parties from all claims, demands, rights, liabilities, causes of action, injuries, grievances, obligations, losses, damages, penalties, interest, fines, debts, liens, liabilities, attorneys' fees, consultant's fees, expert's fees, accountant's fees, costs and any other form of relief or remedy in law or equity, of every nature and description whatsoever, that were alleged, or could have been alleged, against the Released Parties based on the facts contained in the Operative Complaint, whether arising under State or other applicable law, and that occurred during the Class Period. Except as set forth in Section E.3. of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

3. Release by Aggrieved Employees. All Participating and Non-Participating Class Members, who are Aggrieved Employees, are deemed to release and discharge, on behalf of themselves and their respective former, present and future spouses, children, representatives, agents, attorneys, heirs, administrators, executors, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or could have been alleged, based on the facts stated in the Operative Complaint and/or PAGA Notice that occurred during the PAGA Period.

F. MOTION FOR PRELIMINARY APPROVAL. Class Counsel will prepare and file a motion for preliminary approval, including necessary declarations and a proposed order granting the motion (collectively, "Motion for Preliminary Approval"). Class Counsel will provide Defense Counsel with the opportunity to review and comment on the Motion for Preliminary Approval at least ten (10) calendar days before filing the Motion for Preliminary Approval. Class Counsel and Defense Counsel shall work together in good faith to agree upon the content of the Motion for Preliminary Approval. Defendants shall not oppose the Motion for Preliminary Approval to the extent it is consistent with the terms and conditions of this Agreement and the content has been approved by Defense Counsel prior to filing the Motion for Preliminary Approval. Defendants may provide a written response to any characterization of the law or facts contained in the Motion for Preliminary Approval.

1. Defendants' Responsibilities. Due to the financial hardships Defendants have been experiencing in recent years, Defendants and Defense Counsel will cooperate with Plaintiffs and Class Counsel in submitting a declaration and/or necessary information to the Court about Defendants' present financial condition.

2. Plaintiffs' Responsibilities. Plaintiffs will move for an order: (a) conditionally certifying the Class for settlement purposes only; (b) seeking Preliminary Approval of the Settlement; (c) setting a date for the Final Approval Hearing; and (d) approving the Class Notice.

   a. Before or at the Preliminary Approval Hearing, Plaintiffs will submit a proposed order granting conditional certification of the Class and Preliminary Approval of the Settlement; appointing the Class Representatives, Class Counsel, and Administrator; approving the Class Notice; and setting the Final Approval Hearing.

   b. The amounts of Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment shall be determined by the Court, and the Court's determination on these amounts shall be final and binding. The Court's approval or denial of any amount requested for these items are not material conditions of this Agreement and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Agreement. Any order or proceeding relating to an application for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment shall not operate to terminate or cancel this Agreement.

   c. If the Court declines to conditionally certify the Class or to Preliminarily Approve all material aspects of the Agreement with prejudice, the Agreement will be null and void, and the Parties will have no further obligations under the Agreement.

3. Responsibilities of Counsel. Class Counsel are responsible for: (a) expeditiously finalizing and filing the Motion for Preliminary Approval pursuant to the terms of this Agreement; (b) obtaining a prompt hearing date for the Motion for Preliminary Approval; and (c) appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel are responsible for delivering the Preliminary Approval to the Administrator.

4. Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Settlement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone or email, and in good faith, to modify the Settlement and otherwise satisfy the Court's concerns.

G. SETTLEMENT ADMINISTRATION.

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, the Administrator 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 Payment. The Parties and their counsel represent they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

2. Employer Identification Number. The Administrator shall use Defendants' Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

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

4. Notice to Class Members.

    a. No later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator in the form of 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 under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers the Class Data omitted Class Members' identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use their best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

    b. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

c. Before mailing Class Notices, the Administrator shall update Class Member addresses using the NCOA. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data the Class Notice via first-class USPS mail.

d. No later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall remail 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 remail the Class Notice to the most current address obtained.

e. If the Administrator, Defendants, or Class Counsel are contacted by or otherwise discover 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 or email, and in good faith, 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 no later than fourteen (14) calendar days after receipt of Class Notice or deadline dates in the Class Notice, whichever date is later.

5. Requests for Exclusion.

a. Class Members who wish to exclude themselves from the Class portion of the Settlement must send the Administrator by fax, email, or mail a signed written Request for Exclusion no later than the Response Deadline.

b. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's: (i) full name; (ii) present address; (iii) email address or telephone number; and (iv) simple statement electing to be excluded from the Settlement. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

c. 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. The Administrator's determination shall be final and not appealable or susceptible to challenge. 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. The Administrator's determination of authenticity shall be final and not appealable or susceptible to challenge.

d. 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 releases under Section E.2. and Section E.3. of this Agreement regardless of whether they receive the Class Notice or object to the Settlement.

e. 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, Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Section E.3. of this Agreement and are eligible for an Individual PAGA Payment.

6. <u>Challenges to Calculation of Workweeks and PAGA Pay Periods</u>.

a. Each Class Member shall have until the Response Deadline to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice.

b. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and PAGA Pay Periods shall be final and not appealable or susceptible to challenge.

c. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and PAGA Pay Periods to Defense Counsel and Class Counsel along with the Administrator's determination of the challenges.

7. <u>Objections to Settlement</u>.

a. A Participating Class Member who elects to send a written objection to the Administrator must do so no later than the Response Deadline.

b. Participating Class Members may send signed written objections to the Administrator by fax, email, or mail. The written objection must: (i) indicate what the Class Member is objecting to; (ii) explain why the Class Member is objecting; (iii) include any fact that supports the objection; and (iv) include the Class Member's full name, present address, and email address, or telephone number.

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

d. Participating Class Members may choose to appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing.

8. Administrator's Duties. The Administrator must perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

a. The Administrator will establish, maintain, and use a website to post information of interest to Class Members. This information includes the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments, Final Approval, and Judgment. The Administrator will also maintain and monitor an email address and toll-free telephone number to receive Class Member calls, faxes, and emails.

b. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: (i) Class Notices mailed or remailed; (ii) Class Notices returned undelivered; (iii) Requests for Exclusion (whether valid or invalid) received; (iv) objections received; and (v) challenges to Workweeks and/or PAGA Pay Periods received and/or resolved ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion.

c. The Administrator has the authority to address and make final decisions consistent with the terms of this Settlement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge. The Administrator will also promptly review on a rolling basis the Requests for Exclusion to ascertain their validity.

d. No later than sixteen (16) court 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 in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to: (i) mailing of Class Notice; (ii) Class Notices returned as undelivered; (iii) remailing of Class Notices; (iv) attempts to locate Class Members; (v) total number of Requests for Exclusion received (both valid or invalid); and (vi) total number of written objections received. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel are responsible for filing the Administrator's declaration(s) in Court.

e. Within ten (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 fifteen (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 in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel are responsible for filing the Administrator's declaration in Court.

H. DEFENDANTS' RIGHT WITHDRAW. If the number of valid Requests for Exclusion identified by the Administrator exceeds five percent (5%) of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever and that neither Party will have any further obligation to perform under this Settlement provided Defendants will remain responsible for paying all settlement administration costs incurred to that point. Defendants must notify Class Counsel and the Court of its selection to withdraw no later than ten (10) calendar days after the Administrator sends the final Weekly Report. A late election will have no effect.

I. ESCALATOR CLAUSE. If it is determined that the number of Workweeks through the Class Period exceeds ten percent (10%) or more of 114,250 (*i.e.*, more than 125,675 Workweeks), then, at Defendants' option, either the: (1) Gross Settlement Amount shall increase proportionally over the ten percent (10%) increase (*i.e.*, if the number of Workweeks increases by 5%, then the Gross Settlement Amount will increase by 5%); or (2) Class Period and PAGA Period shall end as of the date the number of Workweeks within the Class Period reaches 126,675 Workweeks.

J. MOTION FOR FINAL APPROVAL. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement, Final Approval Order, and Judgment ("Motion for Final Approval"). Class Counsel will prepare and file the Motion for Final Approval, including necessary declarations. Class Counsel will provide Defense Counsel with the opportunity to review and comment on the Motion for Final Approval at least ten (10) calendar days before filing the Motion for Final Approval with the Court. Class Counsel and Defense Counsel shall work together in good faith to agree upon the content of the Motion for Final Approval. Defendants shall not oppose the Motion for Final Approval to the extent it is consistent with the terms and conditions of this Agreement and the content has been approved by Defendants prior to filing the Motion for Final Approval. Defendants may provide a written response to any characterization of the law or facts contained in the Motion for Final Approval.

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

2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and/or Administration Expenses Payment shall not constitute a material modification to the Settlement within the meaning of this section. If the Court does not grant Final Approval of the Agreement, or if the Court's Final Approval is reversed or materially modified on appellate review, then the Parties will make a good faith effort to revise the terms of the Agreement. If that process fails, the settlement will be null and void. In such event, the Parties reserve their rights with respect to the prosecution and defense of the Action. Any disputes arising out of or relating to this Agreement will be submitted to the mediator for resolution. The Parties will split the costs of the mediator for any such time incurred by the mediator in reaching such resolution, and the Parties will bear their own attorneys' fees and other costs incurred.

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

4. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement, this Agreement shall be null and void. The Parties shall expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing any additional settlement administration costs reasonably incurred after remittitur on a 50-50 basis. An appellate decision to vacate, reverse, or modify the Court's award of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, or Class Representative Service Payments shall not constitute a material modification of the Judgment within the meaning of this section if the Gross Settlement Amount remains unchanged.

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

K. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together to jointly submit an amended judgment.

L. ADDITIONAL PROVISIONS.

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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted. Moreover, nothing in this Agreement should be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Agreement only. If the Court does not grant Preliminary Approval or Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class for any reason, Defendants reserve 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 Defendants' defenses. This Agreement and the Parties' willingness to settle will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate this Agreement).

2. Confidentiality Prior to Preliminary Approval. Until the Motion for Preliminary Approval is filed, Plaintiffs, Class Counsel, Defendants, and Defense Counsel separately agree that they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (a) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (b) to counsel in a related matter; (c) to the extent necessary to report income to appropriate taxing authorities; (d) in response to a court order or subpoena; or (e) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to notify the other of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with a third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This section does not restrict Class Counsel's communication with Class Members in accordance with Class Counsel's ethical obligations owed to the Class.

3. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants 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, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. No later than ninety (90) calendar days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data, as well as any and all financial documentation, received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destructions, of Class Data.

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

5. No Media or Press. Plaintiffs and Defendants, and their respective Counsel, recognize, accept, and agree that the Parties to this Agreement desire that the terms of this Agreement, the fact that the Agreement has been entered into, the terms of the Settlement embodied in this Agreement, the disposition of the Action, the Action, and all matters relating to the litigation of the Action, including discovery proceedings therein and evidence obtained during the course of the Action and discovery, shall not be discussed with or presented to the media or press in any form or manner.

6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent they are authorized by Plaintiffs and Defendants 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.

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

8. No Prior Assignments. The Parties separately represent and warrant 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 Settlement.

9. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement, together with its attached exhibit, and expressly including the Non-Disclosure Agreement executed by the Parties, shall constitute the entire agreement between the Parties relating to the Agreement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants, 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.

11. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. If any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12. 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.

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 the Party was the drafter or participated in the drafting.

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

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

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

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

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 U.S. mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Douglas Han
Shunt Tatavos-Gharajeh
Jamie Nguyen
Justice Law Corporation
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103
(Tel) (818) 230-7502
(Fax) (818) 230-7259
dhan@JusticeLawCorp.com
statavos@JusticeLawCorp.com
jnguyen@JusticeLawCorp.com

To Defendants: Stacy Henderson
Raquel Hatfield
Henderson Hatfield, A Professional Corporation
1101 15th Street
Modesto, California 95354
(Tel) (209) 599-5003
(Fax) (209) 599-5008
Stacy@HendersonHatfield.com
Raquel@HendersonHatfield.com

19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*e.g.*, DocuSign), or by 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.

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 that upon the signing of this Agreement pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Dated: ____________________ **Anna Tovar**

By: ____

Dated: 03/11/2025 **Gary Machado**

By: ____

Dated: ____________________ **Justice Law Corporation [Approving as to Form Only]**

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

Dated: ____________________ **Golden Bear PT Partners, LLC & Golden Bear Physical Therapy Sports Injury Center, Inc.**

By: ____
On behalf of Golden Bear PT Partners, LLC &
Golden Bear Physical Therapy Sports Injury Center, Inc.

Dated: ____________________ **Henderson Hatfield, A Professional Corporation [Approving as to Form Only]**

By: ____
Stacy Henderson, Esq.
Raquel Hatfield, Esq.
Attorneys for Defendants

Dated: 03/25/2025

Anna Tovar

By: Anna Tovar

Dated: ____________________

Gary Machado

By: ____

Dated: March 25, 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: ____________________

Golden Bear PT Partners, LLC & Golden Bear Physical Therapy Sports Injury Center, Inc.

By: ____

On behalf of Golden Bear PT Partners, LLC &
Golden Bear Physical Therapy Sports Injury Center, Inc.

Dated: ____________________

Henderson Hatfield, A Professional Corporation [Approving as to Form Only]

By: ____

Stacy Henderson, Esq.
Raquel Hatfield, Esq.
Attorneys for Defendants

Dated: ____________________ Anna Tovar

By: ______________________________

Dated: ____________________ **Gary Machado**

By: ______________________________

Dated: ____________________ **Justice Law Corporation [Approving as to Form Only]**

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

Dated: 3/12/2025 **Golden Bear PT Partners, LLC & Golden Bear Physical Therapy Sports Injury Center, Inc.**

By: ______________________________
On behalf of Golden Bear PT Partners, LLC &
Golden Bear Physical Therapy Sports Injury Center, Inc.

Dated: 3/12/2025 **Henderson Hatfield, A Professional Corporation [Approving as to Form Only]**

By: ______________________________
Stacy Henderson, Esq.
Raquel Hatfield, Esq.
Attorneys for Defendants

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Tovar v. Golden Bear PT Partners, LLC, et al. (Case No. CV-24-007273) (Consolidated with Case No. CV-24-007277)

The Superior Court for the State of California authorized this Class Notice. Read it carefully! It's not junk mail, spam, advertisement, or solicitation by an attorney. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendants Golden Bear PT Partners, LLC and Golden Bear Physical Therapy Sports Injury Center, Inc. ("Defendants") for alleged wage and hour violations. The Action was filed by Plaintiffs Anna Tovar and Gary Machado ("Plaintiffs"). Generally, the Action seeks payment of:

> (1) Unpaid wages and penalties for a class of all current and former hourly-paid or non-exempt employees of Defendants within the State of California at any time during the period from September 13, 2020, through April 5, 2025 ("Class," "Class Members," "Class Period"); and
>
> (2) Penalties under the Private Attorneys General Act of 2004 ("PAGA") for all current and former hourly-paid or non-exempt employees of Defendants within the State of California at any time during the period from June 26, 2023, through April 5, 2025 ("Aggrieved Employees" and "PAGA Period").

The settlement has two parts: (1) Class Settlement requiring Defendants to fund Individual Class Payments; and (2) PAGA Settlement requiring Defendants to fund Individual PAGA Payments.

Based on Defendants' records, and the Parties' current assumptions, your Individual Class Payment is estimated to be $______ (less withholding) and your Individual PAGA Payment is estimated to be $______. The actual amount you may receive likely will be different and will depend on several factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants' records, you are not eligible for an Individual PAGA Payment under the settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendants' records showing you worked ______ Workweeks during the Class Period and worked ______ PAGA Pay Periods during the PAGA Period. If you believe you worked more Workweeks or PAGA Pay Periods during either period, you can submit a challenge by the deadline date. See Section IV of this Class Notice.

Read this Class Notice carefully. The Court has already preliminarily approved the settlement and approved this Class Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. At the Final Approval Hearing, the Court will decide whether to finally approve the settlement and how much of the settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will decide whether to enter a judgment that requires Defendants to make payments under the settlement and for Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or PAGA Period, you have two (2) basic options under the settlement:

1. **Do Nothing**. You don't have to do anything to participate in the settlement and be eligible for an Individual Class Payment and/or Individual PAGA Payment. As a Participating Class Member, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.

2. **Opt Out of the Class Portion of the Settlement**. You can exclude yourself from the Class portion of the Settlement (opt out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt out of the settlement, you will not receive an Individual Class Payment but will preserve your right to personally pursue Class Period wage claims against Defendants. If you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt out of the PAGA portion of the settlement.

Defendants won't retaliate against you for any actions you take with respect to the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendants covered by this settlement (Released Claims).
You Can Opt Out of the Class Portion of the Settlement but not the PAGA Portion of the Settlement **The Opt Out Deadline is ______________**	If you don't want to fully participate in the settlement, you can opt out of the Class portion of the Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and will no longer be eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the settlement. See Section VI of this Class Notice. You cannot opt out of the PAGA portion of the settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees, and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Portion of the Settlement but not the PAGA Portion of the Settlement **Written Objections Must be Submitted by ______________**	All Class Members who do not opt out ("Participating Class Members") can object to any aspect of the settlement. The Court's decision whether to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section VII of this Class Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on ______________. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your

	own cost), in person or by telephone. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section VIII of this Class Notice.
You Can Challenge the Calculation of Your Workweeks / PAGA Pay Periods **Written Challenges Must be Submitted by __________**	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Workweeks you worked at least one (1) day during the Class Period and how many PAGA Pay Periods you worked at least one (1) day during the PAGA Period, respectively. The number of Workweeks and PAGA Pay Periods you worked according to Defendants' records is stated on the first page of this Class Notice. See Section IV of this Class Notice.

I. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants. The Action generally alleges Defendants violated California labor laws by, among others, failing to: (1) pay overtime wages; (2) provide meal period premiums; (3) provide rest period premiums; (4) pay minimum wages; (5) timely pay wages during employment and upon separation; (6) provide compliant wage statements; (7) reimburse business expenses; and (8) comply with the requirements of Business & Professions Code section 17200. Plaintiffs also asserted a claim for civil penalties under Labor Code section 2698 (PAGA). Plaintiffs are represented by attorneys Douglas Han, Shunt Tatavos-Gharajeh, and Jamie Nguyen of Justice Law Corporation.

Defendants adamantly deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged. Defendants have also raised various defenses to the claims. Defendants asserts that they fully complied with all applicable wage and hour laws and contend that civil penalties under PAGA are not warranted. Defendants also deny that the Action is suitable for class certification. Defendants have entered into this Agreement solely for purposes of resolving this dispute to avoid costly, disruptive, and time-consuming litigation and do not admit to any wrongdoing or liability whatsoever.

II. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has made no determination whether Plaintiffs or Defendants are correct on the merits. In the meantime, the Parties hired an experienced, neutral mediator to resolve the Action by negotiating a settlement to the case rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful following a full day of mediation.

By signing the Class Action and PAGA Settlement Agreement ("Settlement Agreement," "Settlement," or "Agreement") and agreeing to jointly ask the Court to enter a judgment concluding the Action and enforcing the Settlement Agreement, the Parties negotiated a settlement that is subject to the Final Approval. Both sides agree that the settlement is a compromise of disputed claims. Defendants do not admit any violations or concede the merit of any claims.

The Court preliminarily approved the Settlement as fair, reasonable, and adequate, authorized the mailing of this Class Notice, and scheduled a hearing to determine Final Approval.

III. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay $942,000 as the Gross Settlement Amount. Defendants agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, Administration Expenses Payment, Individual Class Payments, Individual PAGA Payments, penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"), and employer's share of payroll taxes.

    a. Assuming the Court grants Final Approval, Defendants shall fund the Gross Settlement Amount by transmitting one-half (1/2) of the Gross Settlement Amount ($471,000) to the Administrator by February 15, 2026 or thirty (30 calendar days after Final Approval, whichever date is later. Defendants will fund the remaining one-half (1/2) of the Gross Settlement Amount ($471,000) no later than February 15, 2027 or one (1) year following the first payment date, whichever date is later. Within fourteen (14) calendar days after Defendants fully funds the Gross Settlement Amount, the Administrator will mail checks to the appropriate entities and persons.

2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

    a. Up to $329,700 (35% of the Gross Settlement Amount) to Class Counsel as their Class Counsel Fees Payment and up to $25,000 as their Class Counsel Litigation Expenses Payment. To date, Class Counsel have worked and incurred expenses on the Action without payment.

    b. Up to $10,000 to each Plaintiff (totaling $20,000) as their Class Representative Service Payments for filing the Action, working with Class Counsel, and effectively representing the Class. The Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.

    c. Up to $25,000 to the Administrator as the Administration Expenses Payment for services administering the Settlement.

    d. Up to $75,000 for PAGA Penalties, sixty-five percent (65%) of which ($48,750) will be paid to the LWDA as the LWDA PAGA Payment and thirty-five percent (35%) of which ($26,250) will be paid to the Aggrieved Employees as their Individual PAGA Payments based on their PAGA Pay Periods.

3. Net Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount ("Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their Workweeks.

4. Taxes Owed on Payments to Class Members. The Parties are asking the Court to approve an allocation of ten percent (10%) of each Individual Class Payment to taxable wages ("Wage Portion") and ninety percent (90%) to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS Form W-2. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and Non-Wage Portions of the Individual Class Payments on IRS Form 1099.

    a. While the Parties agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the settlement.

5. Need to Promptly Cash Payment Checks. The face of each check shall state checks that are not cashed within one hundred eighty (180) calendar days after the date of mailing will be voided. The Administrator will cancel all checks not cashed by the void date. For any Class Member whose settlement check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the Boys and Girls Club of Stanislaus County (https://www.bgcstanislaus.org/), the agreed upon *cy pres* recipient, pursuant to Code of Civil Procedure section 384, subd. (b).

6. Requests for Exclusion from the Class Portion of the Settlement. You will be treated as a Participating Class Member, participating fully in the Class portion of the Settlement, unless you notify the Administrator in writing that you wish to opt out. Non-Participating Class Members will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendants.

    a. You cannot opt out of the PAGA portion of the Settlement. In other words, Non-Participating Class Members remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. Right to Object. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

8. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. The Parties agreed, in either case, the Settlement will be void: (a) Defendants will not pay any money; and (b) Class Members will not release any claims against Defendants.

9. Administrator. The Court has appointed a neutral company, CPT Group, Inc. ("Administrator"), to send this Class Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section IX of this Class Notice.

10. Release by Participating Class Members. After Defendants have fully funded the Gross Settlement Amount, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. The Participating Class Members will be bound by the following release:

    a. All Participating Class Members, on behalf of themselves and their respective former, present and future spouses, children, representatives, agents, attorneys, heirs, administrators, executors, successors, and assigns, release and discharge the Released Parties from all claims, demands, rights, liabilities, causes of action, injuries, grievances, obligations, losses, damages, penalties, interest, fines, debts, liens, liabilities, attorneys' fees, consultant's fees, expert's fees, accountant's fees, costs and any other form of relief or remedy in law or equity, of every nature and description whatsoever, that were alleged, or could have been alleged, against the Released Parties based on the facts contained in the Operative Complaint, whether arising under State or other applicable law, and that occurred during the Class Period. Except as set forth in Section E.3. of the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

11. Release by Aggrieved Employees. After Defendants have fully funded the Gross Settlement Amount, all Aggrieved Employees will be barred from asserting PAGA claims against Defendants even if they exclude themselves from the Settlement. The Aggrieved Employees will be bound by the following release:

    a. All Participating and Non-Participating Class Members, who are Aggrieved Employees, are deemed to release and discharge, on behalf of themselves and their respective former, present and future spouses, children, representatives, agents, attorneys, heirs, administrators, executors, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or could have been alleged, based on the facts stated in the Operative Complaint and/or PAGA Notice that occurred during the PAGA Period.

IV. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments 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) multiplying the result by the number of Workweeks worked by each individual Participating Class Member during the Class Period.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by: (a) dividing $26,250 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee during the PAGA Period.

3. Workweek / PAGA Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated on the first page of this Class Notice. You have until ______________ to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section IX of this Class Notice has the Administrator's contact information.

    a. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or PAGA Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defense Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

V. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, via first-class United States Postal Service ("USPS") mail, postage prepaid, a single check to every Participating Class Member, including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, via first-class USPS mail, postage prepaid, a single Individual PAGA Payment check to every Aggrieved Employee who is a Non-Participating Class Member.

3. **Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section IX of this Class Notice has the Administrator's contact information**.

VI. HOW DO I OPT OUT OF THE CLASS PORTION OF THE SETTLEMENT?

Submit a written and signed letter with your full name, present address, email address or telephone number, and simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Tovar v. Golden Bear PT Partners, LLC, et al.* (Case No. CV-24-007273) (Consolidated with Case No. CV-24-007277), and include your identifying information (full name, present address, and email address or telephone number). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by ______________, or it will be invalid. Section IX of the Class Notice has the Administrator's contact information.

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments may wish to object. The deadline for sending written objections to the Administrator is ______________. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Tovar v. Golden Bear PT Partners, LLC, et al.* (Case No. CV-24-007273) (Consolidated with Case No. CV-24-007277) and include your full name, present address, email address or telephone number, and signature. Section IX of this Class Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain an attorney to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section VIII of this Class Notice for specifics regarding the Final Approval Hearing.

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on ______________ at ________ in Department 21 of the Stanislaus Superior Court located at 801 10th Street, 6th Floor, Modesto, California 95354. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and Administrator. The Court will invite comments from objectors, Class Counsel, and Defense Counsel before deciding.

It's possible that the Court will reschedule the Final Approval Hearing. You should check the Administrator's website ____________________________ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

IX. HOW CAN I GET MORE INFORMATION?

The Settlement Agreement sets forth everything the Parties have promised to do under the Settlement Agreement. The easiest way to read the Settlement Agreement, Judgment, or any other Settlement documents is to go to Administrator's website at _________________________. You can also telephone or send an email to Class Counsel or Administrator using the contact information listed below or consult the Court's website by going to https://www.stanislaus.courts.ca.gov/online-services/search-case and entering the Case No. CV-

24-007273. You can also go to the Court in person at the address listed in Section VIII of this Class Notice and request copies of the court documents.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

Class Counsel:	Douglas Han Shunt Tatavos-Gharajeh Jamie Nguyen **Justice Law Corporation** 751 North Fair Oaks Ave., Suite 101 Pasadena, California 91103 (Tel) (818) 230-7502 (Fax) (818) 230-7259 dhan@JusticeLawCorp.com statavos@JusticeLawCorp.com jnguyen@JusticeLawCorp.com
Administrator:	[ADMINISTRATOR] [MAILING ADDRESS] [TELEPHONE NUMBER] [FAX NUMBER] [EMAIL]

X. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it if you request a replacement before the void date on the face of the original check. If you have not cashed in your settlement check before the void date, then you will have no means of retrieving the uncashed amount.

XI. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

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, CA 91103 and my electronic service address is ccastro@justicelawcorp.com

On March 28, 2025, I served the foregoing document described as

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

for the following case:	**Anna Tovar, et al. v. Golden Bear Pt Partners, LLC, et al.**
LWDA/Court Case No.:	**LWDA Case No.: CM-1036588-24** **Court Case No.: CV-24-007273** **[Consolidated with Case No. CV-24-007277]** **Stanislaus 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 March 28, 2025, at Pasadena, California.

Christina Castro