This Joint Stipulation of Representative PAGA Action Settlement and Release of Claims ("Settlement" or "Agreement") is made and entered into by and between Plaintiff Irma Silverio ("Plaintiff" or "Representative Plaintiff"), individually and on behalf of all putative Aggrieved Employees, and Defendant Galaxy Investments, Ltd. (collectively referred to as "Defendant"). Plaintiff and Defendant are collectively referred to herein as "the Parties."

DEFINITIONS

The following definitions are applicable to this Settlement, in addition to other terms defined elsewhere in this Settlement:

1. "Action" shall mean the consolidated operative Complaint of the civil action initially, filed by Plaintiff against Defendant as a representative PAGA action in the Superior Court of California, County of Orange, Case No. 30-2024-01409884.
2. "Aggrieved Employees" shall mean all persons who, during the PAGA Period, have previously been or currently are employed in California by Defendant, as a non-exempt employee. An "Aggrieved Employee" shall mean an individual who is a member of the Aggrieved Employees (or if any such person is incompetent, deceased, or unavailable due to military service, the person's legal representative or successor in interest evidenced by reasonable verification).
3. "Aggrieved Employee Notice" shall mean the Notice of Settlement and Approval, a sample of which is attached hereto as Exhibit "A". The Aggrieved Employee Notice shall further contain (i) an Aggrieved Employee's first and last name, (ii) last known address, (iii) the Aggrieved Employee's Individual Pay Periods, and (iv) the Aggrieved Employee's individual share of the Aggrieved Employees' Payment.
4. "Aggrieved Employee's Settlement Share" shall mean the value of each Aggrieved Employee's share of the Aggrieved Employees' Payment as provided by this Agreement.
5. "Aggrieved Employees' Payment" shall mean the remaining thirty-five percent (35%) of the Net Settlement Amount to be distributed on a *pro rata* basis based upon the number of Pay Periods worked by each Aggrieved Employee.
6. "Defense Counsel" shall mean the attorneys representing Defendant in the Action, Matthew C. Sgnilek, Esq., and Mitchell Vachon, Esq., of O'Hagan Meyer.
7. "Effective Date" shall mean the date by which this Settlement is approved by the Superior Court by entry of the Judgment and the Judgment becomes Final. If no appeal is filed, the Effective Date shall occur 60 calendar days from entry of Judgment by the Court. If a timely appeal is filed, the Judgment shall become

final on the date all appeals from the Judgment have been fully adjudicated. The occurrence of the Effective Date is a prerequisite to any obligation of Defendant to pay any funds into the Settlement Account.

8. "Individual Pay Periods" shall mean the number of Pay Periods for an individual Aggrieved Employee.

9. "Judgment" shall mean the Order of Final Judgment entered by the Superior Court that the Parties anticipate will be entered following an Approval Hearing on the Settlement in this Action.

10. "LWDA Payment" shall mean the payment to the California Labor and Workforce Development Agency ("LWDA") constituting sixty-five percent (65%) of the Net Settlement Amount.

11. "Maximum Settlement Amount" shall mean the maximum settlement amount of Two Hundred Twelve Thousand Four Hundred and Seventy-Six Dollars and Zero Cents ($212,476.00) payable by Defendant as provided by this Agreement, unless that amount is increased pursuant to Paragraph 12 below.

12. Defendant represents that as of July 15, 2025, the number of pay periods worked by aggrieved employees during the PAGA Period is approximately 9,166 . If it is determined that the pay periods through the PAGA Period exceeds 10,083 (10,083 plus 10% of 9,166), then Defendant shall have the option of either (i) increasing the Maximum Settlement Amount by an amount determined by the following formula: Actual Number of Pay Periods ÷ 10,083 × Maximum Settlement Amount; or (ii) changing the end date of the PAGA Period to a date for which there are no more than 10,083 pay periods.

13. "Net Settlement Amount" shall mean the Maximum Settlement Amount, less (i) the Representative Plaintiff Payment approved by the Superior Court; (ii) the PAGA Counsel Fees Payment approved by the Superior Court; (iii) the PAGA Counsel Litigation Expenses Payment approved by the Superior Court; (iv) the Settlement Administrator Payment approved by the Superior Court; and (v) any other fees or expenses (other than PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment) incurred in implementing the terms and conditions of this Agreement as approved by the Superior Court.

14. "PAGA Counsel" shall mean the attorneys representing Plaintiff in the Action, Kane Moon, Allen Feghali, S. Phillip Song, and Morgan Simpson of Moon Law Group, PC.

15. “PAGA Counsel’s Fees Payment” shall mean one-third (1/3) of the Maximum Settlement Amount (currently estimated to be $70,825.33 subject to approval by the Superior Court as PAGA Counsel’s attorneys’ fees incurred in connection with the Action, including fees incurred in pre-filing investigation, filing of the Action, and all related litigation activities, this Settlement, and all post-Settlement compliance procedures.

16. “PAGA Counsel’s Litigation Expenses Payment” shall mean the actual litigation expenses and/or costs expended by PAGA Counsel subject to approval by the Superior Court incurred in connection with the Action, including pre-filing investigation, filing of the Action, and all related litigation activities, this Settlement, and all post-Settlement compliance procedures. PAGA Counsel’s expenses are not to exceed Twenty-Four Thousand Dollars and Zero Cents ($24,000.00)

17. “PAGA Period” shall mean the time period from June 22, 2023, through August 14, 2025.

18. “Pay Period” shall mean any pay period in which an Aggrieved Employee actually received payment from Defendant as an hourly-paid, non-exempt employee.

19. “Representative Plaintiff Payment” shall mean the special payments made to Plaintiff in her capacity as Representative Plaintiff to compensate her for prosecuting the Action, and performing work in support of the Action, in the amount of Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00), each, subject to approval by the Superior Court.

20. “Request for Dismissal with Prejudice” shall mean the Court form that Plaintiff’s counsel is to file as to her residual individual Labor Code claims on the Effective Date.

21. “Settlement Administrator” shall mean Phoenix Settlement Administrators proposed by the Parties and appointed by the Superior Court to administer the Settlement.

22. “Settlement Administrator Payment” shall mean the payment to the Settlement Administrator for its fees and expenses in administering this Settlement.

23. “Superior Court” shall mean the Superior Court of California for the County of Orange.

<u>RECITALS</u>

24. On or about June 22, 2024, PAGA Counsel, on behalf of Plaintiff and the Aggrieved Employees, gave written notice to the Labor Workforce and Development Agency ("LWDA") of the Labor Code violations Defendant is alleged to have violated. ("LWDA Exhaustion Letter").

25. On June 26, 2024, Plaintiff filed a Complaint against Defendant in Orange County Superior Court, Case No. 30-2024-01409884 which had its class action claims later dismissed. Any residual individual wage claims by Plaintiff are resolved by virtue of this Agreement with the individual wage claims being dismissed with prejudice both through a separately filed Request for Dismissal with Prejudice as of the Effective Date and by virtue of the judgment in this Action.

26. On August 27, 2024, Plaintiff amended her complaint to plead a cause of action for Civil Penalties pursuant to the Private Attorneys' General Act ("PAGA"). The class action claims asserted therein were dismissed.

27. Defendant denies and continues to deny all of Plaintiff's allegations both representative and individual inclusive of the representative manageability of the Action and Plaintiff's status as an Aggrieved Employee. Specifically, Defendant contends (1) it did not fail to pay Plaintiff and Aggrieved Employees the minimum, straight time, regular rate, and/or overtime wages; (2) it paid Plaintiff and Aggrieved Employees for all hours worked; (3) it provided Plaintiff and all Aggrieved Employees with all meal periods according to law and/or paid accurate meal period premium wages; (4) it provided Plaintiff and all Aggrieved Employees with all rest periods according to law and/or paid accurate rest period premium wages; (6) it did not fail to timely pay Plaintiff and Aggrieved Employees wages due and owing during employment and/or upon separation; (7) it provided Plaintiff and Aggrieved Employees with timely accurate itemized wage statements, consistent with Labor Code Sections 204, 210 and 226; (8) it properly maintained all payroll records; (9) it reimbursed Plaintiff and all Aggrieved employees for all necessary business expenses; (10) Aggrieved Employees are not entitled to penalties under PAGA; and (11) it is not liable for damages, including civil penalties, attorneys' fees, or costs of litigation to Aggrieved Employees.

28. In connection with the Action, and in order to work toward a mediated resolution without the time and expense of formal discovery, the Parties produced voluminous documents and data (including, by Defendant, human resources documents and policies, time records, and payroll data during the PAGA Period) which were reviewed, investigated, and analyzed by PAGA Counsel.

29. On July 15, 2024, the Parties in Action participated in a full day of mediation before an experienced employment and class action mediator, Lynn Frank, Esq. (the "Mediation") and the Parties reached a settlement at the Maximum Settlement Amount.

30. The Settlement described in this Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Settlement is intended or will be construed as an admission by Defendant that Plaintiff's claims in the Action have any merit or that Defendant has any liability to Plaintiff, the Aggrieved Employees or the State on those claims, or as an admission by Plaintiff that Defendant's defenses in the Action have any merit. This Settlement is intended to fully, finally, and forever compromise, release, resolve, discharge, and settle the released claims subject to the terms and conditions set forth in this Settlement.

31. Based on its own thorough, independent investigation and evaluation of this case, PAGA Counsel is of the opinion that the Settlement of this Action with Defendant for the consideration and on the terms set forth in this Settlement is fair, reasonable, adequate, and in the best interest of the LWDA and Aggrieved Employees in light of all known facts and circumstances, including the risk of significant costs and delay, the defenses asserted by Defendant including the risks of adverse determinations on the merits and numerous potential appellate issues. Although Defendant contends that it has no liability in the Action, Defense Counsel shares PAGA Counsel's belief that the Settlement represents a fair and adequate settlement given the respective risks associated with the case.

32. Based on the foregoing Recitals, the Parties agree as follows:

PROCEDURE FOR APPROVING SETTLEMENT

33. **Motion for Approval of Settlement by the Superior Court.** Plaintiff will move the Superior Court for an order granting Approval of the Settlement, and approving the Aggrieved Employee Notice (attached as Exhibit "A" to this Stipulation) ("Motion for Approval"). Any unresolved disagreement among the Parties concerning the Aggrieved Employee Notice or other documents necessary to implement the Settlement will be referred first to Lynn Frank, Esq., and if no resolution is reached, then to the Superior Court.

34. At the hearing on the Motion for Approval, the Parties anticipate that they will jointly appear, support the granting of the Motion for Approval, and obtain an

order granting approval of the Settlement and granting approval of the Aggrieved Employee Notice.

35. Should the Superior Court require any amendments to this Agreement or the Motion for Approval, the Parties agree to work jointly to resolve any issues in order to secure the Superior Court's approval.

36. Should the Superior Court decline to approve any material aspects of the Settlement, the Settlement will be null and void and the Parties will have no further obligations under it. In such event, the Parties shall be returned to their respective positions as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed.

37. Upon approval of the Settlement by the Superior Court, the Parties will present for the Superior Court's approval and entry a Proposed Final Order and Judgment. The entry of the Order and Judgment shall permanently bar all Aggrieved Employees from prosecuting against Defendant any claims for PAGA penalties through the PAGA Period, which were or could have been brought in this Action, as well as all claims as set forth in the Release contained in Section V of this Agreement, whether known or unknown.

38. After entry of the Judgment, the Superior Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Settlement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

39. **Aggrieved Employee Notice.** After the Superior Court enters its order granting Preliminary Approval, every Aggrieved Employee will be provided with the Aggrieved Employee Notice (in English and Spanish) which will include the Aggrieved Employee Notice completed to reflect the order granting Approval of the Settlement and the Aggrieved Employee's information as follows:

(a) Within twenty-one (21) days after the Motion for Approval is granted, Defendant will provide to the Settlement Administrator the "Aggrieved Employees' Data," which shall consist of an electronic database containing (i) each Aggrieved Employee's first and last name, (ii) last known mailing address, (iii) the Aggrieved Employee's Social Security number or Tax ID, and (iv) the Aggrieved Employee's total number of Individual Pay Periods. If any or all of the Aggrieved Employees' Data are unavailable to Defendant, Defendant will so inform PAGA Counsel prior to the date on which Defendant is required to submit the Aggrieved Employees' Data to the Settlement Administrator and the Parties will make their best efforts to reconstruct or otherwise agree upon the Aggrieved Employees' Data prior to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, as required to carry out the reasonable efforts to identify Aggrieved Employee information as described in Paragraph 45(b), pursuant to Defendant's express written authorization, or by order of the Superior Court.

(b) If An Aggrieved Employee Notice is returned by the U.S. Postal Service because of an incorrect address, the Settlement Administrator will promptly, and not later than five (5) days from receipt of the returned packet, search for a more current address for the Aggrieved Employee and re-mail the Aggrieved Employee Notice to the Aggrieved Employee. The Settlement Administrator will use the Aggrieved Employees' Data and otherwise work with Defense Counsel or utilize its own resources such as skip traces to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, to trace the mailing address of any Aggrieved Employee for whom an Aggrieved Employee Notice is returned by the U.S. Postal Service. These reasonable steps shall include the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Aggrieved Employees for whom new addresses are found.

40. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Settlement, Plaintiff, Aggrieved Employees, Defendant, and its respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, a motion under Code of Civil Procedure Section 473, and any extraordinary writ, and the Judgment therefore will become non-appealable by them at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings, or any waiver of the right to appeal a reduction by the Court of the requested PAGA Counsel Fees Payment. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment, consistent with the terms of this Settlement, becomes Final.

41. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, writ, or application, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then either Party will have the right to void the Settlement, which the Party must do by giving written notice to the other Parties, the reviewing court, and the Superior Court, not later than fourteen (14) days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes final. A vacation, reversal, or modification of the Superior Court's award of the Representative Plaintiff Payment, the PAGA Counsel Fees Payment, and/or PAGA Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this Paragraph.

42. **Establishment of Settlement Account.** The Settlement Administrator shall establish a Settlement Account within ten (10) days of the Effective Date and notify the Parties when the Settlement Account has been established. The Settlement Administrator shall also provide Defendant with an itemized statement for the total amount to be deposited into the Settlement Account, which shall equal the Maximum Settlement Amount ("Settlement Account Deposit"). Within ten (10) days after receiving notification of the Settlement Account and statement for the Settlement Account Deposit, Defendant shall pay into the Settlement Account an amount equal to the Settlement Account Deposit. Defendant shall have no obligation to pay any additional funds into the Settlement Account.

43. **Payment of Aggrieved Employees' Settlement Shares.** The Settlement Administrator shall pay to each Aggrieved Employee his or her Aggrieved Employee's Settlement Share from the Settlement Account. The Settlement Administrator shall pay each Aggrieved Employee's Settlement Share by sending a check in the appropriate amount to the Aggrieved Employee at the address indicated in the Aggrieved Employees' Data. Such payment, with the Aggrieved Employees' Notice, shall be sent by the Settlement Administrator via U.S. Mail within ten (10) calendar days of its receipt of the Settlement Account Deposit from Defendant.

44. **Uncashed Aggrieved Employees' Settlement Share Checks.** Any checks paid to Aggrieved Employees shall be negotiable for one hundred and eighty (180)

calendar days from the date of their issuance. An Aggrieved Employee must cash his or her Aggrieved Employee's Settlement Share check within one hundred and eighty (180) calendar days after it is mailed to him or her. If a check remains uncashed after one hundred and eighty (180) calendar days from the initial mailing, or if a check is returned to the Settlement Administrator as undeliverable during the one hundred eighty-day period, the Settlement Administrator shall take all reasonable efforts to identify the Aggrieved Employee's correct address, including the performance of a "skip-trace." If an updated address can be identified, the Settlement Administrator shall issue another check to the Aggrieved Employee and mail it to the Aggrieved Employee at his or her updated address. If an updated address for the Aggrieved Employee cannot be identified, if a reissued check is once again returned to the Settlement Administrator as undeliverable, or if the reissued check remains uncashed after one hundred eighty (180) calendar days, the Settlement Administrator will keep an accounting of such funds and shall give notice to the Parties of the total balance of uncashed Aggrieved Employee's Settlement Shares. An Aggrieved Employee who fails to negotiate or receive their Settlement Share check despite the procedures described above shall nevertheless remain bound by the Settlement and the releases contained herein.

45. The funds represented by Aggrieved Employee's Settlement Share checks remaining uncashed for more than one hundred and eighty (180) calendar days after issuance shall be voided and then shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code Section 1500, *et seq.*, in the names of those Aggrieved Employees who did not cash their checks until such time they claim their property. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Aggrieved Employees, whether or not they all cash their settlement checks.

46. **Payment of PAGA Counsel's Fees Payment and PAGA Counsel's Litigation Expenses Payment.** The Settlement Administrator shall pay to PAGA Counsel the PAGA Counsel's Fees Payment and PAGA Counsel's Litigation Expenses Payment from the Settlement Account. The Settlement Administrator shall pay the PAGA Counsel's Fees Payment and PAGA Counsel's Litigation Expenses Payment by sending a wire or check in the appropriate amount to PAGA Counsel at the address provided for in Paragraph 76. Such payment shall be sent by the

Settlement Administrator within ten (10) calendar days of its receipt of the Settlement Account Deposit from Defendant.

47. **Final Report by Settlement Administrator to Superior Court.** Within ten (10) days after final disbursement of all funds from the Settlement Account, the Settlement Administrator will serve on the Parties and file with the Superior Court a declaration providing a final summary report on the disbursements of all funds from the Settlement Account. Within ten (10) days after transmission of any remaining unclaimed funds to Controller of the State of California the Settlement Administrator will serve on the Parties and file with the Superior Court a declaration providing a final summary report on the transmission of any remaining unclaimed funds to Controller of the State of California as outlined in Paragraph 42.

SETTLEMENT TERMS AND CONDITIONS

48. **Aggrieved Employee's Settlement Shares.** Subject to the terms and conditions of this Settlement, the Settlement Administrator will calculate the Aggrieved Employee's Settlement Shares for each Aggrieved Employee within ten (10) days after Defendant provide the Settlement Administrator with the Aggrieved Employees' Data. The Aggrieved Employee's Settlement Share for each Aggrieved Employee will be calculated as follows, understanding that the formulas below do not constitute an admission by either Party, and are intended only to provide a practical means to simplify and administer the claims process:

(a) **Number of Aggrieved Employees and Pay Periods**. Defendant shall determine the total number of Aggrieved Employees and the aggregate number of Pay Periods for those Aggrieved Employees as of the time of the close of the PAGA Period. This information shall be provided to the Settlement Administrator along with the Aggrieved Employees' Data as described in Paragraph 37(a) above.

(b) **Calculation of the Pay Period Value.** The Settlement Administrator shall determine the value of a Pay Period ("Pay Period Value") by taking the Aggrieved Employees' Payment amount and dividing it by the sum of all Aggrieved Employees' Pay Periods.

(c) **Calculation of Aggrieved Employee's Settlement Shares.** The Settlement Administrator shall assign to each Aggrieved Employee an Aggrieved Employee's Settlement Share which shall be equal to the Pay Period Value multiplied by each Aggrieved Employee's Individual Pay Periods. Upon calculation of the Aggrieved Employee's Settlement Share, the Settlement Administrator shall furnish to PAGA Counsel and Defense Counsel a worksheet containing a list of employee identification numbers for the Aggrieved Employees with their corresponding Individual Pay Periods and Aggrieved Employee's Settlement Share.

49. **Taxes and Withholdings.** Each Aggrieved Employee's Settlement Share is intended to settle the Aggrieved Employees' claims for civil penalties. Accordingly, one hundred percent (100%) of each Aggrieved Employee's Settlement Share shall represent civil penalties. The Aggrieved Employee's Settlement Share shall be paid to the Aggrieved Employee in full without deductions or withholdings, and the Settlement Administrator shall issue an IRS Form 1099 to each Aggrieved Employee for that amount, to the extent the Aggrieved Employee's Settlement Share is Six Hundred Dollars and Zero Cents ($600.00) or more. Each Aggrieved Employee shall be individually responsible for their own share of applicable income tax withholdings and deductions for his or her Aggrieved Employee's Settlement Share.

50. **Total Payment Amount.** In no event will Defendant be required to pay more than the Maximum Settlement Amount (unless that amount is increased pursuant to Paragraph 12 above) for distribution to the Plaintiff, PAGA Counsel, Aggrieved Employees, the LWDA, Settlement Administrator, or for any other costs or expenses not otherwise enumerated.

51. **Payments to Plaintiff and PAGA Counsel and Others.** Subject to the terms and conditions of this Settlement, the Settlement Administrator will make the following payments out of the Maximum Settlement Amount as follows:

(a) **To Plaintiff:** In addition to their Aggrieved Employee Settlement Share, Plaintiff will apply to the Superior Court for Representative Plaintiff Payment in amounts not to exceed Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00). Defendant will not oppose these Representative Plaintiff Payment. The Settlement Administrator will pay the Representative Plaintiff Payment approved by the Superior Court out of the Maximum Settlement Amount. Payroll tax withholding and deductions will not be taken from the Representative Plaintiff Payment and an IRS Form 1099 will be issued to Plaintiff for this payment.

(b) **To PAGA Counsel:** PAGA Counsel will apply to the Superior Court for the PAGA Counsel Fees Payment in an amount not to exceed one-third (1/3) of the Maximum Settlement Amount (currently estimated to be Seventy Thousand Eight Hundred Twenty-Five Dollars and Thirty-Three Cents ($70,825.33)). PAGA Counsel will also submit to the Superior Court a memorandum of costs for the PAGA Counsel Litigation Expenses Payment in an amount not to exceed Twenty-Four Thousand Dollars and Zero Cents

($24,000.00) as request reasonable costs of suit to be paid from the Maximum Settlement Amount. Defendant will not oppose these requests. The Settlement Administrator will pay the amounts approved by the Superior Court out of the Maximum Settlement Amount. Withholding and deductions will not be taken from the PAGA Counsel Fees Payment or PAGA Counsel Litigation Expenses Payment and one or more IRS Forms 1099 will be issued to PAGA Counsel with respect to those payments.

(c) **To the LWDA:** As part of their Motion for Approval, the Plaintiff will apply to the Superior Court for approval of the LWDA Payment in the estimated amount of Sixty-Eight Thousand Nine Hundred and Ninety-Seven Dollars and Ninety-Four Cents ($68,997.94), which shall constitute the LWDA's seventy-five percent (65%) share of the estimated One Hundred Six Thousand One Hundred and Fifty Dollars and Sixty Seven Cents ($106,150.67) in civil penalties paid under this Settlement. The remaining estimated Thirty-Seven Thousand One Hundred and Fifty-Two Dollars and Seventy-Three Cents ($37,152.73) in civil penalties shall be distributed on a *pro rata* basis based upon the number of pay periods worked by each Aggrieved Employee ("Aggrieved Employees' Payment").

(d) **To the Settlement Administrator:** The Settlement Administrator will be paid from the Maximum Settlement Amount its reasonable fees and expenses as approved by the Superior Court, which are estimated to be Four Thousand Dollars ($4,000).

52. **Appointment of Settlement Administrator.** The Parties will ask the Superior Court to appoint Phoenix Settlement Administrators, a qualified and experienced administrator based in California where the Action is venued, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include (i) calculating Aggrieved Employee's Settlement Shares; (ii) preparing, printing, and mailing the Aggrieved Employee Notice to all Aggrieved Employees; (iii) using reasonable measures to contact all Aggrieved Employees, including conducting a National Change of Address search on all Aggrieved Employees before mailing the Aggrieved Employee Notice to each Aggrieved Employee's address; (iv) re-mailing the Aggrieved Employee Notice to the Aggrieved Employee's new address for those Aggrieved Employees whose address had changed; (v) setting up a toll-free telephone number to receive calls from Aggrieved Employees; (vi) using reasonable measures to deliver issued checks to Aggrieved Employees, including use of a "skip-trace" for undeliverable checks; and (vii) otherwise administering the Settlement pursuant to this

Agreement. The Settlement Administrator's reasonable fees and expenses are estimated to be Four Thousand Dollars ($4,000) and will be paid out of the Maximum Settlement Amount, as set forth herein, subject to Court approval.

RELEASE OF CLAIMS

53. **Plaintiff's Released Claims.** Plaintiff, individually and on behalf of Plaintiff's heirs, executors, administrators, representatives, attorneys, successors and assigns knowingly and voluntarily release and forever discharge Defendant, including any and all parent corporation, affiliates, subsidiaries, managers, divisions, predecessors, insurers, franchisors, successors and assigns, including but not limited to each of their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, "Plaintiff's Released Parties"), to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Plaintiff has or may have against the Plaintiff's Released Parties as of the date of execution of this Settlement Agreement. The preceding includes the release of Plaintiff's individual Labor Code claims which are released by virtue of this paragraph and subject to dismissal as of the Effective Date. Plaintiff is not waiving any rights Plaintiff may have to: (i) Plaintiff's own vested accrued employee benefits under the Defendant's health, welfare or retirement benefits plans, if any, as of the date of execution of this Settlement Agreement; (ii) benefits or rights to seek benefits under applicable workers' compensation (except as to claims under Labor Code §§ 132a and 4553 which are expressly released herein) or unemployment insurance or indemnification statutes; (iii) pursue claims which by law cannot be waived by signing this Settlement Agreement; and (iv) enforce this Settlement Agreement.

54. To affect a full and complete general release as described above, Plaintiff expressly waives and relinquishes all rights and benefits of § 1542 of the Civil Code of the State of California and does so understanding and acknowledging the significance and consequence of specifically waiving § 1542. Thus, notwithstanding the provisions of § 1542, and to implement a full and complete release and discharge of all parties, Plaintiff expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of signing this Settlement Agreement, and that this Settlement Agreement

contemplates the extinguishment of any such claims. Plaintiff warrants Plaintiff has read this Settlement Agreement, including this waiver of California Civil Code § 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Settlement Agreement and specifically about the waiver of § 1542, and that Plaintiff understands this Settlement Agreement and the § 1542 waiver, and so Plaintiff freely and knowingly enter into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

55. **Aggrieved Employees Released Claims.** As of the date of the Judgment, each Aggrieved Employee, and without the need to manually sign a release document, shall release the Released Parties and the State of California from all causes of action and claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that were alleged in the operative complaint in the Action or reasonably could have been alleged based on the facts contained in the operative complaint in the Action or LWDA letters, including claims for civil penalties based on the following: (i) failure to pay all regular rate wages, minimum wages, and overtime wages due; (ii) failure to provide compliant meal periods; (iii) failure to provide compliant rest breaks; (iv) failure to timely pay wages during employment; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to maintain records in accordance with Labor Code Section 1174; (viii) failure to reimburse necessary expenditures; and (ix) claims, causes of action or legal theories of relief seeking civil penalties under the California Labor Code Private Attorneys General Act of 2004 plead in the operative complaint and underlying LWDA Exhaustion Letter (collectively, the "PAGA Released Claims"). PAGA Released Claims for Aggrieved Employees who worked for Defendant in California during the PAGA Period shall have their claims released during the PAGA Period.

56. Released Parties includes Defendant and it past, present and/or future, direct and/or indirect, owners, officers, directors, members, managers, employees, agents, representatives, attorneys, including but not limited to O'Hagan Meyer, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

57. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246, individuals meeting the definition of an Aggrieved Employee may not exclude themselves from the Settlement and shall receive a payment for the amount of each such individual's estimated share of the PAGA Payment, and shall have released PAGA claims, as outlined in Paragraph 54.

58. The PAGA Released Claims described in Paragraph 53 expressly exclude all claims made by an Aggrieved Employee for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, claims while classified as exempt, and claims outside of the PAGA Period.

59. **PAGA Counsel.** As of the Effective Date, and except as otherwise provided by this Settlement, PAGA Counsel and any counsel associated with PAGA Counsel waive any further claims to costs and attorneys' fees and expenses against Defendant or the Released Parties based on any claim released by this agreement during the PAGA Period.

60. **No Effect on Other Benefits.** The payment the Aggrieved Employee's Settlement Shares will not result in any additional employee benefit payments (such as 401(k), vacation, or bonus) and shall not have any effect on the eligibility for, or calculation of, any employee benefit.

DUTIES OF THE PARTIES

61. **Mutual Full Cooperation.** The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Stipulation. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other actions as may reasonably be necessary to fulfill the terms of this Settlement unless the Court denies the Settlement with prejudice. The Parties shall use their best efforts, including all efforts contemplated by this Stipulation and any other efforts that may become necessary by court order or

otherwise, to effectuate this Stipulation and the terms set forth herein. As soon as practicable after execution of this Stipulation, PAGA Counsel, with the cooperation of Defendant and Defense Counsel, shall take all necessary and reasonable steps to secure the Court's approval of this Stipulation. The Parties will work together to make any non-material modifications of the Settlement requested by the Court to obtain approval of the Parties' Settlement.

62. **Duty to Support and Defend the Settlement.** The Parties agree to abide by all of the terms of the Settlement in good faith and to support the Settlement fully and to use their best efforts to defend this Settlement from any legal challenge, whether by appeal or collateral attack.

MISCELLANEOUS TERMS

63. **No Admission of Liability.** Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, or has any liability to anyone under the claims asserted in the Action. This Settlement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Settlement is intended or will be construed as an admission of liability or wrongdoing by Defendant, an admission by Plaintiff that any of their claims were non-meritorious, or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).

64. Whether or not the Judgment becomes Final, neither the Settlement, any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating this Settlement.

65. Notwithstanding Paragraph 64 of this Settlement, any and all provisions of this Settlement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Settlement, or in defense of any claims released or barred by this Settlement.

66. **Non-Disparagement**. Plaintiff agrees not to make any untruthful, malicious, disparaging or defamatory statements, allegations, comments or communications, regardless of form (whether written, oral, electronic, including but not limited to Glassdoor, Yelp, or otherwise), regarding the Released Parties. Plaintiff further agree not to encourage authorize or permit any such statements, allegations, comments or communications to be made by others on Plaintiff's behalf. To the extent Plaintiff has posted any negative comments about the Released Parties on Glassdoor, Yelp, or other websites, Plaintiff agrees to request that these comments be removed and to provide a copy of such request to Defense Counsel within 30 days of the execution of this Agreement. Notwithstanding the foregoing, nothing in this Paragraph shall be construed to abridge, or interfere with, PAGA Counsel's rights and obligations under California Rules of Professional Conduct, rule 1-500.

67. **Waiver of Reemployment**. Plaintiff acknowledges that she has no intent to apply for employment and/or re-employment with Defendant. Plaintiff further acknowledges that Defendant or any related, successor, parent, or subsidiary companies has the right to refuse rehire Plaintiff for non-discriminatory and non-retaliatory reasons and Plaintiff acknowledges that Defendant's position is that such legitimate non-discriminatory and non-retaliatory reasons exist.

68. **Integrated Agreement.** After this Settlement is signed and delivered by all Parties and their counsel, this Settlement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Settlement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Settlement and its exhibits.

69. **Attorney Authorization.** PAGA Counsel and Defense Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties will seek the assistance of

mediator Lynn Frank, Esq., and if no resolution is reached the Superior Court, and in all cases all such documents, supplemental provisions and assistance of the court will be consistent with this Settlement.

70. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties, their successors-in-interest, and/or the Parties' respective counsel, as authorized, and approved by the Court.

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

72. **Applicable Law.** All terms and conditions of this Settlement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

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

74. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Settlement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Settlement through arms-length negotiations, taking into account all relevant factors, current and potential.

75. **Headings.** The descriptive heading of any section or Paragraph of this Settlement is inserted for convenience of reference only and does not constitute a part of this Settlement.

76. **Notice.** All notices, demands or other communications given under this Settlement will be in writing and deemed to have been duly given as of the third business day after mailing by U.S. Mail, addressed as follows:

To PAGA Counsel:

Kane Moon

Allen Feghali

S. Phillip Song

Morgan Simpson

Moon Law Group, PC

725 S. Figueroa Street, Suite 3100

Los Angeles, California 90017

Telephone: (213) 232-3128

To the Defendant's Counsel: Matthew C. Sgnilek, Esq.

Mitchell Vahcon, Esq.

O'HAGAN MEYER

4695 MacArthur Court, Suite 900

Newport Beach, CA 92660

77. **Execution in Counterpart.** This Settlement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile signatures, scanned PDF signatures, and electronic (e.g. DocuSign) signatures will be presumptive evidence of execution of the original, which shall be produced on reasonable request. Any executed counterpart will be admissible to prove the existence and contents of this Settlement.

DATED: 9/19/2025 **Irma Silverio**

DocuSigned by:

Irma S

53C0726FA115424...

____

DATED: Sep 23, 2025

GALAXY INVESTMENTS, LTD

Brian Zenz
Brian Zenz (Sep 23, 2025 12:09:11 PDT)

By: Brian Zenz

Its: President

DATED: 9/22/25

MOON LAW GROUP, PC

By:

Attorneys for Plaintiff

Irma Silverio

DATED: 9/23/2025 **O'HAGAN MEYER**

By: ______________________________

Matthew C. Sgnilek, Esq.

Andrea Rosenkranz, Esq.

.

Attorneys for Defendant Galaxy Investments, LTD

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 725 S. Figueroa St., Suite 3100, Los Angeles, CA 90017. On the date indicated below, I served the foregoing document(s) described below on all interested parties by the method described below:

JOINT STIPULATION OF REPRESENTATIVE PAGA ACTION SETTLEMENT AND RELEASE OF CLAIMS

SERVICE LIST:

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Served via Labor and Workforce Development Agency access portal)

SERVICE METHOD:

[X] **BY LABOR AND WORKFORCE DEVELOPMEMT AGENCY ACCESS**: By uploading a true copy of the foregoing document(s) to the Labor and Workforce Development Agency access.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **December 15, 2025** at Los Angeles, California.

Alex Ward	*/s/ Alex Ward*
Type or Print Name	Signature